

Allgemeine Geschäftsbedingungen Catawiki

1. Anwendbarkeit

1.1 Bestimmungen 1 bis 5 haben Vorrang vor den anderen Bestimmungen in diesen Bedingungen.

1.2 Diese Bedingungen gelten für die Beziehung zwischen dem Verkäufer dieses Objekts und dem Kaufinteressenten, der über die OnlinePlattform von Catawiki ein Angebot für dieses Objekt abgibt. Bestimmte Begriffe in diesen Bedingungen sind in den Catawiki-Nutzungsbedingungen definiert, die in vollem Umfang für die Beziehung zwischen Catawiki und den Nutzern seiner OnlinePlattform gelten. Falls und insofern Bestimmungen in diesen Bedingungen die richtige und vollständige Anwendung von Bestimmungen in den Nutzungsbedingungen von Catawiki beeinträchtigen, sind die betreffenden Bestimmungen in diesen Bedingungen nicht anzuwenden.

2. Funktion von Catawiki

2.1 Der Verkäufer bietet auf der OnlinePlattform von Catawiki Objekte an, und Bieter können diese Objekte direkt vom Verkäufer erwerben. Catawiki erfüllt dabei ausschließlich eine unterstützende Funktion. Die Objekte sind Eigentum des Verkäufers und nicht von Catawiki. Zwischen Catawiki und dem Käufer kommt kein Kaufvertrag zustande und Catawiki überträgt nicht das Eigentumsrecht vom Verkäufer auf den Käufer.

3. Zuschlag und Bezahlung

3.1 Nach Ablauf der OnlineAuktion erhält der Nutzer, der das höchste Gebot abgegeben hat, von Catawiki den automatischen Zuschlag mit einer übersicht über die gekauften Objekte sowie dem geschuldeten Betrag, einschließlich eventueller Versandkosten, der Käuferprovision, der eventuellen Folgerechtsvergütung und der eventuell geschuldeten MwSt. Catawiki legt im Namen des Verkäufers eine Rechnung über die Kaufsumme, zuzüglich der eventuell geschuldeten MwSt. und anderer (steuerlicher) Abgaben vor. Catawiki stellt die geschuldete Käuferprovision gesondert in Rechnung, zuzüglich der eventuell geschuldeten MwSt. und anderer (steuerlicher) Abgaben.

3.2 Der Käufer muss die Kaufsumme, die Käuferprovision sowie die eventuelle Folgerechtsvergütung innerhalb der in der übersicht genannten Frist mittels einer der angegebenen Zahlungsmethoden entrichten. Der Käufer sorgt dafür, dass alle Beträge netto erhalten werden und ist deshalb verantwortlich und haftet für alle eventuellen (Bank)Kosten, (Quellen)Steuern, Abgaben und/oder Einbehaltungen.

3.3 Wenn der Käufer nicht innerhalb der angegebenen Zahlungsfrist den Kaufbetrag, die Käuferprovision und die eventuelle Folgerechtsvergütung begleicht, ist er gegenüber Catawiki und dem Verkäufer automatisch in Verzug, ohne dass eine Inverzugsetzung erforderlich ist. Ab dem Zeitpunkt des Verzugs schuldet der Käufer Zinsen gemäß dem gesetzlichen Handelszins. Catawiki versendet auch im Namen des Verkäufers eine letzte Mahnung bezüglich des dem Verkäufer geschuldeten Betrages. Wenn die Zahlung auch dann ausbleibt, kann Catawiki die Forderung aus Händen geben. In diesem Falle gehen alle Catawiki entstandenen außergerichtlichen Kosten im Zusammenhang mit der verspäteten Zahlung im Rahmen der gesetzlichen Grenzen zulasten des Käufers.

4. Lieferung und Abnahme

4.1 Mit Ausnahme des Falls, dass der Käufer und der Verkäufer vereinbaren, dass das Objekt vom Käufer abgeholt wird, ist der Verkäufer für die Versendung und Lieferung des Objektes an den Käufer laut Kaufvertrag und den vorher kommunizierten Bedingungen des Verkäufers

verantwortlich.

4.2 Der Verkäufer ist verpflichtet, das Objekt an den Käufer zu versenden, der den Zuschlag erhalten hat, und zwar zu den Bedingungen, wie sie der Verkäufer beim Anbieten des Objektes festgelegt hat. Der Verkäufer ist verpflichtet, die verkauften Objekte innerhalb von drei (3) Werktagen, nachdem Catawiki die Zahlung erhalten und der Verkäufer von Catawiki eine Zahlungsbestätigung erhalten hat, sorgfältig verpackt an den Käufer zu senden, es sei denn, es wurde vereinbart, dass die Objekte Seite 1 von 8 abgeholt werden. Wenn die Versandkosten niedriger sind als in der OnlineAuktion angegeben, beispielsweise weil der Käufer das Objekt abholt, oder wenn an denselben Käufer mehrere Objekte verkauft werden, muss der Verkäufer eventuell zu viel bezahlte Versandkosten an den Käufer zurückzahlen.

4.3 Bei Nichterfüllung der Lieferpflicht des Verkäufers aufgrund dieses Artikels, auch nach einer wirksamen Inverzugsetzung, ist der Verkäufer in Verzug und ist Catawiki berechtigt, den Kaufvertrag im Namen des Käufers aufzulösen. Die Inverzugsetzung und die Auflösungserklärung können von Catawiki im Namen des Käufers an den Verkäufer gesandt werden. Der Verkäufer ist dann unter anderem verpflichtet, den Schaden des Käufers zu ersetzen, unbeschadet seiner anderen Rechte. Der Verkäufer ist sodann verpflichtet, den bereits erhaltenen Kaufbetrag an Catawiki zurückzuzahlen. Catawiki erstattet dem Käufer den Kaufbetrag erst nach dem tatsächlichen Erhalt der Rückzahlung vom Verkäufer.

4.4 Der Käufer, der das höchste Gebot abgegeben hat, ist zur Abnahme des Objektes innerhalb der in der Beschreibung angegebenen Frist verpflichtet. Wenn keine Frist angegeben ist oder vereinbart wurde, ist der Käufer innerhalb einer angemessenen Frist, die in keinem Fall mehr als vier Wochen betragen darf, zur Abnahme verpflichtet (zu rechnen ab dem Tag des Schließens der betreffenden OnlineAuktion). Wenn der Käufer das Objekt nicht rechtzeitig abnimmt, Absprachen mit dem Verkäufer nicht einhält und/oder sich weigert oder es unterlässt, Informationen weiterzugeben oder die Anweisungen des Verkäufers nicht einhält, die für die Lieferung des Objektes notwendig sind, hat Catawiki das Recht, nach einer Warnung per EMail an den Käufer, den Kaufbetrag (nach Abzug der Verkäuferprovision) an den Verkäufer auszuzahlen. Der Käufer kann in diesem Fall gegenüber Catawiki keinerlei Anspruch auf Rückzahlung der Kaufsumme oder eine anderweitige Kompensation mehr geltend machen. Der Verkäufer ist in diesem Fall verpflichtet, das Objekt zur Abnahme durch den Käufer zur Verfügung zu halten.

5. Widerrufsrecht

5.1 Unbeschadet anderer Bestimmungen in diesen Bedingungen haben die Kunden, die in der Europäischen Union wohnhaft sind und ein Objekt von einem gewerblichen Verkäufer kaufen, innerhalb einer Frist von 14 Tagen (Bedenkzeit) das Recht, ohne Angabe von Gründen den Kauf auf der Grundlage des gesetzlichen Widerrufsrechts zu widerrufen. Für weitere Informationen wird auf Artikel 8 der CatawikiNutzungsbedingungen verwiesen.

5.2 Wenn der Verbraucher das gesetzliche Widerrufsrecht in Anspruch nimmt, teilt er dies dem Verkäufer innerhalb der Bedenkzeit entweder mit dem Webformular auf der CatawikiWebsite oder auf eine andere eindeutige Weise mit.

Terms and Conditions (GTC)

1 Scope

These Terms and Conditions for Sale as amended from time to time apply exclusively to the entire relationship of the customer and Malte Grieb GbR (in the following: AMBIVALENZ). Different conditions of the buyer are not accepted by AMBIVALENZ, unless AMBIVALENZ has expressly agreed with their applicability in writing. This applies even if AMBIVALENZ unconditionally delivers the order.

2 Conclusion of the Contract

Products displayed on the website or in catalogues or brochures of AMBIVALENZ do not constitute binding offers. A contract is not concluded until the Customer has issued an offer by sending order to AMBIVALENZ and AMBIVALENZ has accepted this offer by sending a declaration of acceptance by E-mail to the Customer.

3 Reservation of Amendment

3.1 The products supplied to the Customer may slightly deviate from the images shown on the website or in the catalogue. This includes, but is not limited to, deviations regarding woodgrain, surfaces and textiles and deviations in color.

3.2 Furthermore, deviations of weight and measures may occur to a reasonable extent.

4 Assembly/Installation

4.1 If the Customer suspects that the walls where the products are supposed be to fixed, might not be fit for this purpose, the Customer has to inform AMBIVALENZ accordingly beforehand.

4.2 Employees of the AMBIVALENZ are not allowed to perform any kind of service that exceeds the AMBIVALENZ's contractual obligations. If such services are nevertheless performed upon the Purchaser's request this does not have any impact on the business relationship between the Customer and the AMBIVALENZ.

5. Time of Delivery

5.1 If not otherwise agreed among the Parties, purchased products are delivered to the Purchaser's address. The website indicates the availability of the products (e.g. on the product detail site). However, any reference to availability, shipment and delivery of the products are just non-binding estimates. We do not guarantee shipment or delivery dates, except if explicitly stated in the shipment options of a particular product.

Shipment costs mentioned in the product details refer to shipment within Germany and the EU. For shipment queries outside the EU, please send an E-mail to mail@ambivalenz.de

5.2 If while processing your order AMBIVALENZ realizes that a product you ordered is actually not available you will be informed accordingly via E-mail. If without purpose or negligence AMBIVALENZ is not able to deliver the ordered products, AMBIVALENZ will inform you via E-mail. If AMBIVALENZ is not able to deliver the ordered products without purpose or negligence, because the supplier of AMBIVALENZ did not comply with his contractual duties, AMBIVALENZ is entitled to cancel your order. In such case, the Customer will be informed immediately that the ordered product is not available. The statutory rights of the Customer remain unaffected.

5.3 To the extent that a delivery to the Customer is not possible, because the Customer is not present at the address specified in the order, although the time of the delivery had been properly announced, the Customer has to bear the costs for the unsuccessful delivery.

5.4 If delivery is delayed due to disruptions in business operations of the AMBIVALENZ or its suppliers that the AMBIVALENZ is not responsible for, in particular labor strikes and legal lockouts and force majeure events, the delivery time shall be extended accordingly. The customer is only entitled to terminate the contract if after the expiry of the deadline for delivery as agreed among the parties he has sent a warning letter and the purchased good has not been delivered within a reasonable grace period after the reception of the warning letter. In cases where the exact date of the delivery had been agreed on, the grace period starts on this date.

5.5 The legal provisions for damages in lieu of performance shall remain unaffected.

6 Retention of Title

6.1 Until complete fulfillment of all duties arising from this contract, the goods remain in the AMBIVALENZ's property .

6.2 The Customer undertakes to preserve the property of the AMBIVALENZ accordingly, if the goods supplied are not intended for himself but for resale. In this case, the customer informs the third party of the reservation of title.

6.3 Any relocation and third party interference , especially seizures, shall be notified to the AMBIVALENZ immediately in writing , in case of seizures accompanied by the seizure report .

6.4 In the event of non- compliance with the customer's obligations as laid down in paragraphs 5.2 and 5.3 of these terms and conditions, the AMBIVALENZ has the right to cancel the contract and to reclaim the goods .

7 Delay of Acceptance

7.1 If the customer, after expiry of a reasonable grace period set to him in writing and indicating that after the fruitless expiry of the grace period AMBIVALENZ may cancel the contract or claim damages en lieu of performance, does not reply or explicitly declares that the goods will not be accepted and/or payment will not be made, AMBIVALENZ's claim for fulfillment of the contract

remains unaffected and AMBIVALENZ can choose to cancel the contract and/or claim damages en lieu of performance according to paragraph 7.

7.2 If the delay of acceptance lasts for longer than one month, the customer has to pay storage costs incurred by AMBIVALENZ due to the delay of acceptance.

7.3 AMBIVALENZ may use a storing location to store the goods during the delay of acceptance.

7.4 As damages en lieu of performance in case of delay of acceptance according to paragraph 7.1, AMBIVALENZ may claim the purchase price without deduction, unless the customer can prove that the damage has not at all occurred or not in the amount of the purchase price.

7.5 In case of particularly high damages, e.g. in case of custom-made products, AMBIVALENZ may choose to claim proven higher damages instead of the lump sum according to paragraph 7.4.

8 Cancellation of the Contract

8.1 AMBIVALENZ does not need to deliver if the manufacturer has discontinued the production of the ordered goods or in case of force majeure, provided that such circumstances have occurred after conclusion of the contract, at the time of conclusion of the contract could not be foreseen and AMBIVALENZ is not responsible for the non-delivery and proves that he has used reasonable efforts to procure equivalent goods. AMBIVALENZ shall notify the customer about the said circumstances and has to refund any payments made for the goods that cannot be delivered.

8.2 AMBIVALENZ has the right to cancel the contract if the customer has made false statements regarding his credit worthiness which are likely to endanger AMBIVALENZ's claim to the purchase price, The same applies if the customer stops making payments due to insolvency or if insolvency procedures have been. For the return of goods, Clause 9 applies.

9 Return of goods

9.1 In the event of withdrawal and return of goods, AMBIVALENZ has the right to compensation of expenses for use, and depletion in the following manner:

9.2 expenses due to the contract such as transportation and installation costs, etc. reimbursement as incurred.

9.3 Depletion and transfer for use of the goods supplied, except in case of a consumer credit, the following flat rates apply:

For furniture, except upholstered goods in case of cancellation and return after delivery:

i d 1st 6-months-term 30 % of the purchase price with no deductions

i d 2nd 6-months-term 50 % of the purchase price with no deductions

i d 3rd 6-months-term 65 % of the purchase price with no deductions
i d 4th 6-months-term 80 % of the purchase price with no deductions
then 100% of the purchase price with no deductions .

For upholstery , the depletion is calculated as follows:

i d 1st 6-months-term 50%. of the purchase price with no deductions
i d 2nd 6-months-term 75 % of the purchase price with no deductions
then 100% of the purchase price with no deductions .

CThe customer is entitled to prove that AMBIVALENZ has not incurred damages to the amount of the lump sum.

The numbers 1 and 2 do not apply to the cancelation of the contract as a result of resignation effective after unsuccessful subsequent performance as well as for cases of withdrawal and the associated right of return of the customer in consumer contracts according to § § 355 et seq German Civil Code (BGB).

10 warranty

10.1 In case of a defect of the supplied good, the Customer is first of all entitled to supplemental performance.

10.2 With regard to the supplemental performance AMBIVALENZ may choose to either repair the defect or deliver a new good.

10.3 The Customer may withdraw from the contract or demand a reduction of the purchase price if the supplementary performance has failed or has not been provided within a reasonable period of time, or has been finally denied by AMBIVALENZ .

10.4 If the customer chooses withdrawal according to para. 3 the defective goods have to be returned and the Customer has to pay to pay compensation for any prior use of the goods . The depletion is calculated based on the difference between the actual use period and the estimated total period of use.

10.5 The warranty does not cover damages within the customer's responsibility, such as normal wear and tear, damage due t moisture, excessive heating of the rooms , intensive exposure to sunlight or artificial light , other weather impact, excessive use or other improper treatment.

10.6 If the supplemental is accomplished by way of delivery of new goods, the Customer is obliged to return the original goods within 30 days at the expense of AMBIVALENZ. The return of the defective goods must be made in accordance with statutory regulations. AMBIVALENZ reserves the right to claim damages under the conditions stipulated by law.

11 liability

11.1 In case of injury to life, body or health caused by negligence or willful misconduct or other damages caused by gross negligence or willful misconduct, the liability of AMBIVALENZ shall not be limited. In cases of damages other than those set forth in the preceding sentence caused by a breach of a contractual obligation the fulfillment of which is a prerequisite for the proper performance of the contract and on compliance with which the other party usually relies and can reasonably rely (essential obligations [wesentliche Vertragspflichten]), the liability of AMBIVALENZ shall not be excluded but shall be limited to the typical, foreseeable damage. Should AMBIVALENZ furnish a guarantee of quality [Beschaffenhheitsgarantie] or any other guarantee [Garantieversprechen], the liability of Styrolution from such guarantee shall not be limited beyond the limits explicitly set forth therein. The liability of Styrolution under the German Product Liability Act [Produkthaftungsgesetz] shall not be limited beyond the limits set forth therein.

In other cases than those set forth in paragraph 11.1, the liability of AMBIVALENZ under any theory of law shall be excluded. This paragraph shall apply to any liability of employees, directors and affiliates within the meaning of Sec. 15 of the German Stock Corporation Act [Aktiengesetz] of AMBIVALENZ mutatis mutandis. In case the customer is liable towards AMBIVALENZ for damages, it shall also indemnify and hold harmless AMBIVALENZ from any claims that may be asserted by a third party against AMBIVALENZ is a result of the damaging event.

12 Rights to set-off and retention

The Customer only has a right to right of set-off if his counterclaims have been confirmed by court or are undisputed by AMBIVALENZ. In addition, he is only entitled to exercise a right of retention when his counterclaim is based on the same contractual relationship.

13 Distance contracts

13.1 For sales contracts, concluded by the use of the means of distance communication (eg telephone or internet) by a customer placing the order as a consumer , the following paragraphs 2 – 6 apply:

13.2 The Customer may cancel the purchase contract within a period of two weeks without giving reasons by notice in writing (eg letter, fax or e- mail). If the purchased good has been sent to the Customer before expiry of this deadline, the cancellation of the order can be declared by returning the good.

13.3 The deadline according to Sec. 13.2 starts after receipt of this instruction in text form, however not before receipt of the goods by the Customer (in case of recurring deliveries of similar goods not before receipt of the first partial delivery).

13.4 The revocation period is sufficient to send the revocation or thing. The revocation must be sent to:

AMBIVALENZ – Malte Grieb

Senefelder Straße 9

10437 Berlin

Fax Number: +49 3212 130 94 08

E -mail address : mail@ambivalenz.org

13.5 In case of an effective cancellation the goods and payments have to be returned and any benefits (eg interest) have to be compensated. Shipping fees are not refunded. If the Customer is unable to return the goods received or any benefits from their use to AMBIVALENZ, or can only return it in a depleted way, he has to pay an adequate compensation. This does not apply to any use of the goods that was necessary to testing of properties and/or functioning. "Testing of properties and functioning" refers to the testing and trying out the goods, as it would have been possible and customary in a retail store. Items that can be sent by parcel service are to be returned at the expense and risk of AMBIVALENZ. Items that cannot be returned by parcel service are picked up at the Customer's premises. Payments for returned items are reimbursed within 30 days. The period begins for the Customer with the dispatch of the revocation or the goods, for AMBIVALENZ with their reception.

13.6 In addition, the provisions of § § 312 b to 312 f BGB (distance contracts) remain unaffected.

14 Privacy Policy

14.1 AMBIVALENZ stores only anonymous access data without personal reference, such as name of the internet service provider, name of the website from which the Customer has visited AMBIVALENZ or the name of the requested data file. For data collection, cookies can be used, which, however, also collect the data in anonymous or pseudonymous form only and do not allow any conclusion as to the identity of the user.

14.2 AMBIVALENZ only collects personal data if the Customer discloses them voluntarily in the course of order- or registration process or creation of a Customer account. AMBIVALENZ uses those data exclusively for the completion of the contract. After complete fulfillment of the contract, customer data will be locked and completely deleted as soon as all required tax and commercial duties have been complied with, unless the customer has not expressly agreed with a further use of the data by AMBIVALENZ. If the customer logs in with his email address and registers for our monthly newsletter, we use the email address for our own promotional purposes until the Customer unsubscribes.

14.3 The websites of AMBIVALENZ are protected against damage, destruction and unauthorized access by technical measures.

14.4 The customer can at any time request without giving reasons free information on his data stored with us. He may at any time require his data to be blocked, corrected or deleted or withdraw his consent to the collection and use of the data without giving reasons. To do so, send an Email to mail@ambivalenz.org.

15 Legal venue and place of performance

If the customer has no general legal venue in Germany, moved his domicile or habitual residence abroad after conclusion of the contract or if his domicile or habitual residence at the time of legal action is not known, place of performance and legal venue is the headquarters of the AMBIVALENZ .

16 B2B

If the customer acts on business purposes as set forth in Sec. 14 BGB, the following additional provisions shall apply :

16.1 The warranty claims under the Civil Code and acc. to Clause. 10 of these Terms and Conditions expire one (1) year from delivery of the item .

16.2 The law of the Federal Republic of Germany applies: legal venue for disputes relating to contracts to which these Conditions apply shall be Berlin, Germany.

16.3 With regard to the right of cancellation of the contract according to clause 13, the following conditions apply: Business Customers have no general right to cancel the contract and return the goods. However, we provide the opportunity the option of return within 14 days (with the exception of custom made orders). Shipping fees are not refundable. The return of the goods is at the expense and risk of the commercial customers.

17 Online Dispute Resolution Platform

The EU Commission has provided an internet platform for the online resolution of disputes (“online dispute resolution platform”). The online dispute resolution platform can serve as a contact point for out-of-court resolution of disputes arising from online purchase contracts or service contracts. The online dispute resolution platform is available via the internet address <http://ec.europa.eu/consumers/odr>

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