

The following terms and conditions apply to offers in the online shop of TI at [www.hachenburger-westerwald.de](http://www.hachenburger-westerwald.de)!

## Terms and conditions for the online shop of Tourist-Information Hachenburger Westerwald

Dear visitors to our online shop,

The following terms and conditions constitute, to the extent legally agreed in accordance with the statutory requirements, the content of the purchase contract or service contract concluded between you, hereinafter referred to as the "Customer", and place. **Please read these Terms and Conditions carefully before placing your order.**

### 1. Provider and seller of the goods/services; Definitions; Scope of these Terms and Conditions; contract language

1.1 The provider and seller of the goods and services with whom the contract is entered into in the event of the conclusion of contract is:

**Verbandsgemeindeverwaltung Hachenburg**  
**Abteilung Tourist-Information Hachenburger Westerwald**

**Telephone: ++49 (0) 2662 9699 76-0**

**Email: [info@hachenburger-westerwald.de](mailto:info@hachenburger-westerwald.de)**

**Represented by Mayor Gabriele Greis**

**VAT ID no.: DE313613222**

1.2 The provider/seller is abbreviated to "TI" in the following.

1.3 These terms and conditions apply to all purchase and service contracts which are concluded with TI on the website [www.Musterort.de](http://www.Musterort.de). For the purposes of simplification, and unless otherwise stipulated, the following will refer to the "Purchase Contract", "Goods" and "Seller", even if the subject matter of the contract is a service. These terms and conditions do not apply to package travel contracts, guest accommodation contracts for lodging services, city and guest tours and other services provided by TI on this website as a separate service or as a travel agent.

1.4 Admission tickets, vouchers and tickets for events of third party organizers (hereinafter uniformly referred to as "third party organizer tickets") are offered by TI in the online store only in the name and for the account of the respective third party organizer and mediated for ordering. The respective third party organizer, who becomes the contractual partner of the customer with regard to the third party ticket, is named transparently in the respective offer of the third party ticket. In addition and subordinate to the general regulations of the order process in these terms and conditions, the brokerage terms and conditions of TI, which can be viewed here, shall apply to the brokered third-party tickets, with the proviso that, within the scope of the order in the online store, an exclusively electronic order processing is agreed and the regulations on the brokerage of travel services are to be applied accordingly to third-party tickets.

1.5 These Terms and Conditions are displayed to the Customer during the online order process and can be printed out by the Customer and stored in a reproducible form using the button specified in the booking process.

A "consumer" within the meaning of these terms and conditions is any natural person who concludes a legal transaction for a purpose that cannot be attributed to their commercial or independent professional activity. An "entrepreneur" is a natural or legal person or a partnership with legal capacity who, when entering into a legal transaction, is acting within the scope of their commercial or independent professional activity. A legal partnership is a partnership that has the ability to acquire rights and liabilities.

1.6 In the case of contracts with **entrepreneurs**, these terms and conditions will also apply as **contractual content for follow-up transactions** with no further express agreement or notice.

1.7 **Terms and conditions of companies as Customers**, in particular purchase conditions, are not valid, even if the Customer refers to these and/or TI is aware of them, whereby TI is not required to object to the applicability of these terms and conditions in general or in individual cases.

1.8 The sole available contract language is **German**.

### 2. Conclusion of the Purchase Contract, storage of the contract text

2.1 The presentation of the Goods and services in the online shop does **not** represent a legally binding contract offer by TI and is merely an unbinding invitation to the Customer to order Goods. By ordering the required Goods in accordance with the following provisions, the Customer submits an **offer** to conclude a Purchase Contract **which is binding on the Customer**.

2.2 The submission of a binding contract offer by the Customer takes place in the following stages:

#### **Selection of the required Goods**

a) **Transfer of the details about the required Goods to the shopping cart**

b) **Entry of Customer's personal details or first name or registration as a Customer**

c) **Information about payment method**

d) **Summary of all entries by the Customer and all information about the Goods and the terms of payment**

e) **Display of these terms and conditions and information about the right to withdraw, consent of the Customer to the application of these terms and conditions and confirmation of acknowledgement of the right of withdrawal by the Customer**

f) **Binding order and transfer of the binding contract offer of the Customer by clicking the button "Order for a fee"**

g) **Transfer of the confirmation of receipt of the Customer's order**

**2.3** Before completing the order by clicking the "order for a fee" button, the Customer can use the "back" button on their internet browser or the functionalities explained during the order to correct their entries or cancel the order process. The order can also be cancelled at any time by closing the respective internet browser.

**2.4** **TI** will immediately confirm receipt of any electronic orders to the Customer by sending an e-mail. This confirmation of receipt does **not yet constitute the acceptance of the Customer's contract offer** and will not therefore result in the conclusion of the Purchase Contract and does not form any basis for rights of the Customer to conclude a Purchase Contract in accordance with their wishes and order.

**2.5** By clicking the "order for a fee" button and submitting a contract offer, the Customer is bound to this offer for **three working days**, unless an alternative period is agreed by **TI** for the acceptance of the offer in individual cases.

**2.6** The contract becomes legally binding either when the Customer receives an order confirmation in text form from **TI** within the required period or when the Customer receives the ordered goods within this period or at the beginning of the execution of the services.

**2.7** **TI** will store the contractual text of the order. It can be accessed and viewed by the Customer at any time according to the functionalities specified in the order process.

### **3. Prices, shipping costs**

**3.1** All prices quoted in the online shop are final prices and include statutory VAT. The prices stated at the time of ordering apply. They include the statutory VAT.

**3.2** Price changes and avoidance on account of mistake are reserved in accordance with the statutory provisions.

**3.3** The sales prices valid at the time of delivery apply in the case of published products subject to controlled prices.

**3.4** Shipping costs are as follows:

Shipping costs are as follows:

Shipping costs flat rate: 3,50 € per order

Orders from abroad are possible on request, against assumption of the respective determined shipping costs

**3.5** If the Customer asserts their withdrawal rights, they will bear the standard cost of returning the Goods if the Goods delivered are identical to the Goods ordered.

### **4. Delivery, delivery time**

**4.1.** Deliveries are made to the specified address. Delivery only available within Germany. We are unable to deliver products abroad.

**4.2.** If advance payment is agreed, **TI** will not ship the goods before receipt of payment.

**4.3.** In the case of advance payment, the period for delivery begins on the day after the payment order has been issued to the transferring bank or payment service provider by the Customer or, in the case of other payment methods, the day after conclusion of the contract, and ends upon expiry of the last day of the period. If the last day of this period falls on a Saturday, Sunday or public holiday at the place of delivery, the next working day will take the place of such a day.

### **5. Payment, retention of title**

**5.1** Goods can be paid for by cash on delivery, credit card, (SEPA) direct debit, advance payment, PayPal or on account. **TI** reserves the right to exclude certain payment methods in individual cases. We are unable to accept payments in cash or cheques.

**5.2** When paying by credit card, you will be charged after the shipment of the Goods. **TI** accepts the following credit cards: (...)

**5.3** In case of payment by direct debit, the payment will be taken after the shipment of the Goods.

**5.4** In the case of payment on account, the Customer is required to pay the invoice amount no later than 14 days after receipt of the Goods with no deduction. The credit entry in the specified account of **TI** is decisive for the timeliness of the payment.

**5.5** When paying in advance, the Customer is required to transfer the invoice amount without any deductions to the specified account, stating the purpose of use (invoice and/or order number) within **7 days** after receipt of the order confirmation in accordance with para. 2.6. If the payment is not made within the specified period, even though **TI** is prepared and in a position to duly deliver the Goods and if the Customer does not have any statutory or contractual rights of retention or withdrawal, **TI** can declare its withdrawal from the contract following a reminder with a reasonable grace period.

**5.6** The Goods remain the property of **TI** until full payment.

**5.7** Following a second reminder and in the case of chargebacks for credit card payments or return debits for debit entries, **TI** is entitled to request a flat-rate processing fee of € ... with the requirement that a claim by **TI** for compensation in the event of further damages is not excluded and that the Customer remains entitled to provide evidence to **TI** that no

or significantly less damage has occurred than the asserted flat-rate processing fee. In the case of chargebacks for return debits and credit card debits, proven bank charges and fees of the credit card organisations must also be reimbursed as default damages in any case.

## **6. Right of withdrawal**

**1.1** If the Customer is a consumer, they have a **right of withdrawal** in accordance with the statutory provisions.

The right of withdrawal is **excluded**

- a) in the case of the delivery of goods that are not prefabricated, if an individual selection or determination by the consumer is decisive for the manufacture of the product or if the goods are clearly tailored to the personal needs of the consumer,
- b) in the case of the delivery of goods that can spoil quickly or which have expiration date which would expire in the near future,
- c) in the case of contracts for the delivery of sealed goods that are not suitable for return for reasons of health or hygiene if their seal has been removed after delivery,
- d) in the case of the delivery of sound or video recordings or computer software in a sealed package if the seal has been removed after delivery,
- e) subject to sentence 2 of Section 312g (2) of the German Civil Code (BGB), in contracts for the provision of services in the areas of accommodation for purposes other than habitation, transport of goods, car rental, supply of food and beverages and other services related to leisure activities if the contract stipulates a specific date or period for the provision,
- f) in the case of the delivery of newspapers, magazines or magazines other than subscription contracts,

**1.2 Please note the following information about your right of withdrawal below and additionally by following the link.**

## **7. Warranty**

**7.1** In the case of contracts with **consumers**, the statutory warranty provisions apply to all of the goods and services offered in the shop.

**7.2** In the case of contracts with **Customers who are companies**, the following applies:

- a) Rights in the case of obvious defects of the goods, including obvious incorrectness or incompleteness of the delivery, only exist if the Customer informs **TI** about the defect within two weeks after receipt or delivery by/to **TI** in text form, using the address provided in the invoice/delivery note. The timely dispatch of the complaint is sufficient for compliance with the deadline.
- b) Rejected goods are to be returned carriage paid upon request. If the complaint proves to be justified, the Customer will be reimbursed the freight or other transport costs.
- c) For all other defects which occur during the statutory warranty period of the purchased goods, the statutory rights for repair, removal of defects, re-delivery and, in the case of applicable special statutory requirements, the extended claims for reduction and/or damages will apply in accordance with the customer's choice.
- d) The warranty period is 1 year.

## **8. Liability of TI**

**8.1** **TI** is liable for defects and delivery delay

- a) at the full amount of damage in the case of **intent, gross negligence and damage to life, body or health**,
- b) on the basis of the cause in the case of **all culpable violation of essential contractual obligations**
- c) apart from these obligations, subject to their merits also on the basis of the **cause for intent and gross negligence by ordinary vicarious agents**,
- d) whereby the amount in each case pursuant to b) and c) is **only for compensation of typical, foreseeable damage**

**8.2** Liability for intent, warranty, malice and for personal injury in addition to liability according to the Product Liability Law [*Produkthaftungsgesetz*] remains unaffected by these provisions.

**8.3** In the case of claims based on damages which have been caused by **TI**, its legal representatives or vicarious agents, **TI** is liable without limitation in all cases

- In the case of injury to life, body or health
- In the case of an intentional or grossly negligent breach of duty
- In the case of a promise of guarantee, if agreed, or
- To the extent that the scope of application of the Product Liability Act applies.

**8.4** In the event of a breach of essential contractual obligations which must be fulfilled for the proper execution of the contract and compliance with which the contractual partner is generally able to rely on (cardinal obligations) as a result of minor negligence on the part of **TI**, its legal representatives or vicarious agents, liability is limited to the amount foreseeable at the time of conclusion of the contract, the occurrence of which should typically be expected.

**8.5** Any further claims for damages are hereby excluded.

## **9. Data protection; storage, deletion and correction of Customer data; information about stored data**

**9.1** During the initiation, conclusion, settlement of and withdrawal from a Purchase Contract, **TI** collects, stores and processes data within the scope of the statutory provisions. You can find out more about your rights in the privacy policy, which is available at [www.. /...](#)

**9.2** When a Customer visits **TI**'s online shop, the IP address currently used by the Customer's PC will be logged.

**9.3** The Customer's personal data is only used and processed for correspondence with the Customer and only for the purpose of processing the order. This data is only forwarded to any shipping companies commissioned with the delivery, to the extent necessary for the delivery of the goods. The payment details are forwarded to the referred bank to process the payment.

**9.4** Unless explicitly agreed otherwise by the Customer for future use of the data, it will only be stored until completion of the order or any withdrawal from the contract. If any commercial or tax retention periods are required for specific data, in particular order confirmations and invoices, the data may be stored for a longer period of up to ten years.

**9.5** The Customer has the right to request the deletion, correction or blocking of their data at any time or to revoke consent it has given. The Customer is entitled to receive information about the personal data concerning him/her which is saved at any time. More information about the Customer as a data subject can be found in **TI**'s privacy policy which is available at: [Bestimmungen zum Datenschutz | Hachenburger Westerwald](#). Corresponding requirements for information requests, erasure, correction or amendment are to be sent to **TI** using the address provided in para. 1.1 with communication details.

## **10. Applicable law, place of jurisdiction, information about consumer dispute settlement; other**

**10.1** German law applies exclusively to the entire legal and contractual relationship between **TI** and the Customer. This choice of law only applies to consumers to the extent that it does not restrict or exclude any mandatory statutory provisions of the state in which the consumer has their domicile or habitual residence.

**10.2** IF the Customer is **not a consumer**, the exclusive place of jurisdiction for any disputes arising from the legal and contractual relationship between **TI** and the Customer is the registered office of **TI**.

**10.3** With regard to the law on consumer dispute settlement, **TI** hereby indicates that, in the event that these terms and conditions are published, **TI** does not have any obligation to participate in consumer dispute settlement and **TI** will not participate in any voluntary consumer dispute settlements. If consumer dispute settlements become obligatory for **TI**, **TI** will inform the consumers in a suitable format.

**10.4** Should any of the above-mentioned provisions or other agreements be or become invalid within the scope of the purchase contract, this will not affect the validity of the remaining provisions or the contract as a whole. The provisions of section 306 para 3 BGB remain unaffected.

## Information on withdrawal regarding the purchase of Goods

### INFORMATION ON WITHDRAWAL

#### Right of withdrawal

You have the right to withdraw from this contract within fourteen days without having to state your reasons for doing so.

The withdrawal period is fourteen days, running from the day on which you, or a third party nominated by you (who is not the transporter) took possession of the Goods.

To exercise your right of withdrawal, you must inform us ***[please insert: Name/company name and address of the addressee for returns which may be used for summons. In addition, the following information must be provided: Telephone number, email address***

***Optional: fax number]*** by means of a clear declaration (e.g. a letter sent by post, fax or email) of your decision to withdraw from this contract. You can use the template withdrawal form, but it is not obligatory.

To comply with the withdrawal period, it is sufficient to send the notification of the exercise of the right of withdrawal before the withdrawal period expires.

#### Consequences of withdrawal

If you withdraw from this contract, we must reimburse to you all payments which we have received from you, including the delivery costs (apart from any additional costs which accrued because you chose a different type of delivery than the cheapest standard delivery, which we offer) without delay but in any case within fourteen days of us receiving the notification of your withdrawal from this contract. We will use the same payment method to make such reimbursements as you used for the original transaction, unless expressly agreed otherwise; under no circumstances will you be charged any fees for the reimbursement. We can decline to make reimbursements until we have received the Goods back from you or until you provide proof that you have sent the Goods back, whichever is earlier.

You must return or hand back the Goods without delay but in any case within fourteen days of notifying us that you are withdrawing from the contract. To comply with the deadline, it is sufficient for you to send off the Goods before the fourteen-day period expires.

You bear the direct costs of returning the Goods. The costs of returning Goods which cannot be sent as parcels is estimated at a maximum of approx. € 75.

You are only liable for any loss of value of the Goods if this loss of value is due to the Goods having been handled in a way which was not necessary for the inspection of the condition, properties and functioning of those Goods.

## Information about withdrawal for contracts for services

### INFORMATION ON WITHDRAWAL

#### Right of withdrawal

You have the right to withdraw from this contract within fourteen days without having to state your reasons for doing so.

The withdrawal period is fourteen days running from the day when the contract is concluded.

To exercise your right of withdrawal, you must inform us ***[please insert: Name/company name and address of the addressee for returns which may be used for summons. In addition, the following information must be provided: Telephone number, email address***

***Optional: fax number]*** by means of a clear declaration (e.g. a letter sent by post, fax or email) of your decision to withdraw from this contract. You can use the template withdrawal form, but it is not obligatory.

To comply with the withdrawal period, it is sufficient to send the notification of the exercise of the right of withdrawal before the withdrawal period expires.

#### Consequences of withdrawal

If you withdraw from this contract, we must reimburse to you all payments which we have received from you, including the delivery costs (apart from any additional costs which accrued because you chose a different type of delivery than the cheapest standard delivery, which we offer) without delay but in any case within fourteen days of us receiving the notification of your withdrawal from this contract. We will use the same payment method to make such reimbursements as you used for the original transaction, unless expressly agreed otherwise; under no circumstances will you be charged any fees for the reimbursement.

If you have requested services to commence during the withdrawal period, you must pay us an appropriate amount which corresponds to the portion of the services which have already been rendered in relation to the total scope of services under the contract in the period until you notified us that you are exercising your right of withdrawal in relation to this contract.

## Template withdrawal form

### TEMPLATE WITHDRAWAL FORM

(If you wish to withdraw from the contract, please fill out and return this form).

To

***[Please insert: Name/company name and address of the addressee for returns which may be used for summons. In addition, please state: Fax number, email address, but not the telephone number]***

I/we (\*) hereby the contract I/we (\*) concluded for the purchase of the following  
Goods (\*)/ services (\*)

Ordered on (\*)/received on (\*)

Name of the consumer

Address of the consumer

Signature of the consumer (only if notification is submitted in paper form)

Date

(\*) Delete as appropriate