



Terms and Conditions of Sale

Terms and Conditions of Sale of Makerist GmbH

Makerist GmbH

GF: Axel Heinz und Amber Riedl

Am Treptower Park 28-30

12435 Berlin

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Dear Makerist Members!

We are aware that general business conditions are often difficult to understand, usually due to the intimidating length of the text and specificities. It is for these reasons that we have done all within our powers to ensure that these Terms and Conditions of Sale are as clear and comprehensible as possible. So please read through these carefully before making a purchase on our site.

Our experience has shown us that conflicts typically emerge when the contractual relations haven't been sufficiently fleshed out. Our wish, therefore, is to clearly present the Terms and Conditions of Sales which contractually oblige us to you, in order to avoid all potential conflict.

1. Scope

The parties encompassed under the following Terms and Conditions of Sale are you, the customer, and we, Makerist GmbH.

The sale of products made on the basis of these Conditions Of Sale is effective the moment your order is placed. We reject all other alternative arrangements.

By processing an order with us you thereby agree with the application of these Terms and Conditions of Sale.

2. Contract Cancellation/Consequences of Defective Content

Our online offers represent solely a non-binding invitation for a customer to order products.

Through proceeding with your order (successfully completing each step of the order before finally clicking on "Buy Now"), you give us a binding offer to conclude a sales purchase.

We are not obliged to accept an offer. The fact that you have received our confirmation of order does not mean that we have accepted your offer. The confirmation of order is sent purely to give you the supplementary details and information about your order.

After the conclusion of a Sales Contract, we are entitled to treat the submitted order within 7 calendar days by sending an order confirmation or by sending the ordered product. After this seven day deadline has expired, the offer is rejected.

Notwithstanding your right to withdraw, you can cancel your order at any time, free of charge, before the conclusion of the contract. This right to withdraw is excluded in the case of digital content which has already been used/downloaded.

In the event that an order confirmation or other legally binding document contains an error - for example a writing, printing or transmission error - we reserve the right to challenge the complaint due to an error. Payments received in the eventuality of an error will be reimbursed immediately. If, despite our best efforts, a product has been accidentally displayed at an incorrect price and the correct price is in fact higher, we will contact you before the shipment of your goods to ask whether you wish to buy the product at the correct price, or alternatively cancel your order. If the correct price is in fact lower than our displayed price, we will charge you the lower price and then send you the product after the receipt of payment.

Please note that we sell our products only in small amounts. Please contact us if you wish to place a large quantity order.

3. Right of Withdrawal (for consumers)

Withdrawal

You have the right to withdraw from a contract, without giving a reason, within fourteen days of the date on which you or a representative of your third party, who is not the person who has carried out the delivery, receives the aforementioned goods. This right extends to digital goods which are not delivered via a physical medium.

In order to exercise your right of withdrawal, please write to us at the following address

Makerist GmbH

Am Treptower Park 28-30

12435 Berlin

Phone: +49 (0) 30/20898724 0

E-mail: hello@makerist.com

****** In order to meet the withdrawal deadline, you must send us explicit, written confirmation before the end of the withdrawal period (14 days). ******

To meet the withdrawal deadline, it is obligatory that you send the message about the right of withdrawal before the withdrawal period expires.

Effects of Withdrawal

If you wish to withdraw from this agreement, we will refund all the payments that we have received from you, including the shipping costs (with the exception of the additional costs arising from the fact that you chose a different delivery method to the one offered by us), within fourteen days of the date on which the notification has been received about your cancellation of this contract. For this repayment, we use the same means of payment that you have used in the original transaction, unless both you and us have expressly agreed otherwise; in any case you will be charged fees for this repayment.

We may withhold reimbursement until we have received the returned goods or received proof that said goods have indeed been sent (i.e. sent prior to the contract expiry date).

You must return the goods to us within, at the latest, fourteen days of you informing us about the cancellation of the contract, and subsequently return the goods to us. This deadline is met when you send the goods before the period of fourteen days expires.

The client must bear the costs of return if the goods correspond to the order you made, if the price of the delivered goods does not exceed the sum of €40, and if, in the event of a higher sum, you have not settled the order or proceeded with the payment more than once.

Otherwise, the return is free for the client; we will thus reimburse all of the return delivery charges.

You have to reimburse us for any diminished value of the goods, unless this loss in value is due to a necessary step of checking the state, characteristics and functioning of the goods.

In the event that you request for a service to begin within the withdrawal period, but you then begin to consume the goods or service outside of this period, you are then required to reimburse us the sum corresponding to the already carried out product consummation.

A model withdrawal form can be found [here](#) ready for you to download as a PDF file.

Exceptions to the Right of Withdrawal

The right does not apply if, at the moment of the purchase, you were acting as a company or as an independent professional consumer. In this case, you are considered an entrepreneur (§ 14 BGB). The right of withdrawal also does not apply to the supply of goods that are produced according to your specifications or are tailored to your personal needs.

The right of withdrawal expires on delivery of digital content in a sealed package, if the seal was removed after delivery.

The right of withdrawal does not extend to contracts concerning you and third parties, in which there is no contract between us and you. Any withdrawal rights may be asserted only against the third party in this respect.

Special note: when ordering digital products (streaming and download):

Your right expires early if we have completely fulfilled our service on your specific request and you have read, understood and expressly agreed that we can start with the provision of the service, and you lose your right of withdrawal for complete fulfilment of the contract.

End of Withdrawal

4. Colour and Material Variations

Note that we do not accept liability for colour variations between the representation in the Makerist Supply Store and the goods delivered. Reasons for colour variations can be technical and due to the custom colour settings of your screen/mobile. A colour deviation between the display on the internet/on the Makerist app alone does not constitute a defect of the purchased goods.

It may well happen that the materials used in our video courses are the materials that we offer in our Supply Store, and that these materials do in reality look different to how they appear in the videos themselves.

5. Prices/Shipping/Billing/Retention of Property

All prices listed at the time of the order exclude the applicable VAT.

If you choose items that are to be delivered by post, the following delivery fees apply:

- Shipping to Germany at a value up to 40,00 EUR: 3,90 EUR
- Shipping to Germany at a value above 40,00 EUR: free
- International shipping costs: 11,90 EUR
- International shipping at a value above 120.00 EUR: free

The total appearing on the invoice is payable regardless of the payment in full to Makerist. Deductions through transaction fees and the like which may occur, for example, when you pay through international banks, are not accepted by Makerist.

You agree to receive your invoice electronically via e-mail.

For delivery to non-EU countries, additional duties, taxes and fees will apply.

Until full payment, the goods remain the property of Makerist.

6. Payment

Payments are either carried out by PayPal, bank transfer, credit card or direct debit.

7. Shipping and Returns Policy

The delivery address is specified by you.

We will proceed with the delivery of your order within the two days following the transaction, unless there were specific details provided that pertain to the delivery or availability of the ordered goods. We expressly point out that the availability and delivery times of our orders are pre-calculated, and thus we cannot guarantee their availability. Unless a binding deadline has been agreed upon, delivery at a specific time or date cannot be guaranteed.

Deliveries to businesses or public institutions can only be carried out by testing and released on account. For this purpose, a written order by a customer's business is necessary. Orders on account are due upon the immediate receipt of invoice for payment immediately. All payments are made without cash discounts and without any other deductions.

If delivery to your specified address fails for reasons linked to the accessibility of your delivery location, or because you or a representative of your third party is not present at the delivery address, even though the delivery date has been announced with a reasonable time, you have to bear the costs of the unsuccessful delivery.

The client must bear the costs of return if the goods correspond to the order you made, if the price of the delivered goods does not exceed the sum of €40, and if, in the event of a higher sum, you have not settled the order or proceeded with the payment more than once. Otherwise, the return is free for the client; we will thus reimburse all of the return delivery charges.

8. Warranty and Liability

The warranty on the products is governed by the statutory provisions.

1. Our unlimited liability only pertains to gross negligence or faults. In the case of a slight negligent breach of a principal or secondary obligation which endangers the purpose of the contract, or which the execution allows the proper respect of the contract of which wholly fulfils your trust ("essential secondary obligation"), our responsibility is only limited to contractual and foreseeable damages. This limit of responsibility does not apply to injuries to life, limb or health of persons. Furthermore, our responsibility is also excluded for the negligent breach of secondary obligations that are not part of the essential accessory obligations. This limitation of liability also applies to our legal representatives, officers and agents.

9. Applicable Law

The law of the Federal Republic of Germany, excluding the CISG.

10 No Waiver

In the event that we tolerate a violation of these Terms and Conditions of Sale, we are nevertheless still entitled to, on any other occasion, exercise our rights stipulated in these Terms and Conditions of Sale.

11. Changes in the Terms and Conditions of Sale

We reserve the right to make changes at any time to our Terms and Conditions of Sale. The Terms and Conditions of Sale are applicable during the Sales Contract, unless a change to these conditions is required by law or by an official/court order.

12. Data Collection

We will inform you that the necessary data linked to our commercial activities are collected, stored and processed in accordance with the German Federal Data Protection Act. You can find more information on our data protection at: www.makerist.com/privacy.