

Terms of Service

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– in here later referred to as provider –

§ 1 Scope

(1) The services of the provider for the online shop <http://passingby.eu> are offered exclusively according to the following version of the terms of service at the moment the order is placed.

(2) Our terms of service apply exclusively. Differing terms of service of the orderer only apply if we explicitly agree to them.

§ 2 Contract Conclusion

(1) Our offers represent a non-binding proposal towards the customer to order products. By submitting the order, the customer offers a binding proposal to conclude a contract.

(2) The confirmation of the placing of the order takes place immediately after having submitted the order and does not yet represent an acceptance of the contract. We may accept your order by send a confirmation of acceptance by email within 2 work days.

§ 3 Payment, Default

(1) Prices are as displayed on our website at the moment of placing the order. All prices are including VAT and the individually displayed shipping costs.

(2) Payment is possible by wire transfer/cash in advance/credit card as well as via the services of Pay Pal and Pay Bill.

(3) If the orderer defaults in payment, we are entitled to claim default interests 5 percent points above the basic interest rate of the European Central Bank. If we claim higher default interests, the orderer may prove that the claimed default damage has either occurred not at all or is significantly lower.

§ 4 Reservation of Title

The delivered products remain our property until complete payment.

§ 5 Delivery

(1) Standard delivery takes place within 3-5 days within Germany. Information concerning delivery terms for express deliveries, for deliveries to other countries and the calculation of the delivery term you find here: [\(link\)](#)

Possible differing delivery periods are displayed on the individual product site. The beginning of the stated delivery period requires the due fulfilment of the customer's duties, particularly the correct specification of delivery address.

(2) If the provider is not able to deliver the ordered product without his/her fault because the provider's supplier does not fulfil his/her duties, the customer will be informed immediately that the products are not available. Already performed services of the customer will be refunded immediately.

(3) Towards entrepreneurs, the risk of impairment or loss of the product transfers to the orderer in the moment of handing over the product to the forwarding agent. If the handing over or the dispatch is delayed due to the orderer's fault, the risk transfers to the orderer on the day notification about the readiness for dispatch of the item to be delivered,

§ 6 Default of Acceptance

(1) If the customer defaults in acceptance or culpably violates other obligations to co-operate, we are entitled to claim compensation for damages resulting from the default, including possible additional expenses. Further extended claims are reserved.

(2) In case of default of acceptance we are entitled to charge interests. The default interest rate is 5 percent points per annum. In case of legal transactions between entrepreneurs, the default interest rate is 8 percent point above the basic interest rate.

(3) The customer may reserve the right to prove that amount of the claimed damage has either occurred not at all or is significantly lower. The risk of accidental loss or accidental impairment of the product is transferred to the customer in the moment the customer defaults in acceptance.

§ 7 Warranty

(1) In case of defects the customer may choose whether the supplementary performance takes place by rectification of defects or by replacement delivery. However, we are entitled to reject the proposed method of supplementary performance if it would result in disproportionately high costs and if the other method of supplementary performance would be without significant disadvantages for the customer.

(2) If the supplementary performance fails or has been completely rejected by us, the customer is entitled to claim a reduction of the price or may withdraw from the contract. Possible damage claims of the customer remain unchallenged.

(3) If the customer is an entrepreneur according to Sec. 14 German Civil Code (BGB), the following agreement concerning warranty claims applies:

Obvious defects must be reported to the provider in writing immediately, not later than 14 calendar days after delivery; latent defects must be reported in writing immediately, not later than 14 calendar days after discovery of the defects. If the defects are reported not within the above mentioned period, warranty claims of the customer are excluded. This exclusion does not apply if the provider fraudulently concealed the defects and/or has taken over a warranty, accordingly. Warranty claims expire – except on damage claims - one year after delivery of the merchandise.

§ 8 Limitation of Liability

(1) In case of slightly negligent violation of duties, the liability of the provider and his/her vicarious agents is limited to the typical, foreseeable average damage with respect to the nature of the product. We and our vicarious agents are not liable for negligent violations of only minor contractual duties which do not jeopardise the fulfilment of the contract.

(2) The above mentioned limitations of liability do not apply in case of claims resulting from product liability or warranty as well as in case of harm to body and health or death.

§ 9 Data protection

We treat your personal data confidential and according to legal data protection regulations. A transmission of your data to third parties does not take place without your explicit permission or only within the scope of fulfilling the contract, respectively, such as transmission of data to the company in charge with the delivery. For further information, please check our Privacy Policy.

§ 10 Applicable Law and Place of Jurisdiction

(1) The law of the Federal Republic of Germany is applied under exclusion of the CSIG Law, if this choice of applicable law does not violate obligatory consumer protection rights of the consumer.

(2) If the contractual partners are salesmen, place of jurisdiction is Berlin, unless an exclusive place of jurisdiction has been constituted for a legal dispute. This also applies if the customer has no residence within the European Union.

§ 11 Final Regulation

If a single provision of the contract is invalid or unenforceable, the remaining provisions of this contract remain effective.