

General Terms and Conditions / Cancellation Policy

- I. **General provisions**
- II. **Additional provisions Exchange and refill system**
- III. **Additional provisions User account**

I. General provisions

§ 1 General provisions

(1) These General Terms and Conditions (hereinafter: GTC) apply to all contracts entered into via our online shop between Pietka Factory GbR, shareholder Wojciech Pietka and Andrzej Pietka, Schönefelder Dorfstraße 1b, 14 547 Beelitz OT Schönefeld (hereinafter: "Supplier", "DreamFilters") and you as customer (hereinafter: "Customer").

(2) The business relationship between the supplier and the customer shall be governed exclusively by the following General Terms and Conditions in their version valid at the time of the order. Deviating general terms and conditions of the customer are not recognised, unless the supplier expressly agrees to their validity in writing.

(3) The customer is a consumer insofar as the purpose of the ordered supplies and services cannot be attributed predominantly to his commercial or independent professional activity. An entrepreneur, on the other hand, is any natural or legal person or partnership which, at the time of the conclusion of the contract, is acting in the exercise of his commercial or self-employed professional activity. The GTC apply regardless of whether you are a consumer, an entrepreneur or a merchant.

(4) For payment processing via PayPal, Klarna or easyCredit, the general terms and conditions of PayPal, Klarna or easyCredit apply.

§ 2 Conclusion of contract

(1) The presentation and promotion of items in our online shop does not constitute a binding offer to conclude a purchase contract.

(2) By submitting an order via the online shop by clicking on the button "order for a fee", you place a legally binding order. You are bound to place the order for a period of two (2) weeks after placing the order; this shall not affect your right to revoke your order under § 3.

(3) We will immediately confirm receipt of your order placed via our online shop by e-mail. Such an e-mail does not yet contain a binding acceptance of the order, unless it also states acceptance in addition to the confirmation of access.

(4) A contract is only concluded when we accept your order through one.

(5) If the delivery of the goods ordered by you is not possible, for example because the corresponding goods are not in stock, we will dispense with a declaration of acceptance. In this case, a contract will not be concluded. We will inform you immediately and refund any compensation already received immediately.

(6) The processing of the order and transmission of all necessary information in connection with the conclusion of the contract is partly automated by e-mail. Therefore, you have to ensure that the e-mail address you have deposited with us is correct, that the receipt of the e-mails is technically ensured and, in particular, that it is not prevented by SPAM filters.

(7) The contract is concluded in German.

§ 3 Right of withdrawal

(1) If you are a consumer (i.e. a natural person who places the order for a purpose that cannot be attributed to your commercial or self-employed professional activity), you have a right of withdrawal in accordance with the statutory provisions.

(2) For the rest, the provisions set out in detail in the following

Cancellation Policy for Contracts for the Purchase of Packable Goods shall apply to the right of withdrawal.

Right of withdrawal

You have the right to revoke this contract within fourteen days without giving any reason.

The revocation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has or has taken possession of the goods.

In order to exercise your right of withdrawal, you must inform us [Pietka Factory GbR, Schönefelder Dorfstraße 1b, 14547 Beelitz OT Schönefeld, telephone number: +49 17647138428, e-mail address: info@dreamfilters.de] by means of a clear declaration (e.g. a letter, fax or e-mail sent by post) of your decision to withdraw from this contract. You can use the attached model withdrawal form for this purpose, which is, however, not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the withdrawal

If you withdraw from this contract, we must refund all payments we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we received notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us or to (insert here the name and address of the person authorised by you to receive the goods, if applicable) without undue delay and in any event no later than fourteen days from the day on which you notify us of the cancellation of this contract. The deadline is met if you send the goods before the end of the period of fourteen days. You shall bear the direct costs of returning the goods.

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the condition, properties and functioning of the goods.

- End of cancellation policy for contracts for the purchase of goods suitable for parcel delivery

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Cancellation policy for contracts for the purchase of goods not suitable for parcel delivery (forwarding goods)

Right of withdrawal

You have the right to revoke this contract within fourteen days without giving any reason.

The cancellation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has or has taken possession of the goods.

In order to exercise your right of withdrawal, you must inform us [Pietka Factory GbR, Schönefelder Dorfstraße 1b, 14547 Beelitz OT Schönefeld, telephone number: +49 17647138428, e-mail address: info@dreamfilters.de] by means of a clear declaration (e.g. a letter, fax or e-mail sent by post) of your decision to withdraw from this contract. You can use the attached model withdrawal form for this purpose, which is, however, not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the withdrawal

If you withdraw from this contract, we must refund all payments we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we received notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us or to (insert here the name and address of the person authorised by you to receive the goods, if applicable) without undue delay and in any event no later than fourteen days from the day on which you notify us of the cancellation of this contract. The deadline is met if you send the goods before the end of the period of fourteen days. You shall bear the direct costs of returning the goods. The costs are estimated at a maximum of about 99.00 euros.

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the condition, properties and functioning of the goods.

- End of the cancellation policy for contracts for the purchase of goods that are not suitable for parcel delivery (forwarding goods)

(4) The right of withdrawal does not apply to distance contracts

(a) for the delivery of goods that have been manufactured according to customer specifications or that are clearly tailored to personal needs

(b) for the delivery of goods that can spoil quickly or whose expiry date would be quickly exceeded.

The right of withdrawal expires prematurely in the case of contracts

(c) for the delivery of sealed goods which are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery;

(d) for the delivery of goods if they have been inseparably mixed with other goods after delivery due to their nature.

Model withdrawal form

(If you want to cancel the contract, please fill out this form and send it back).

- To Pietka Factory GbR, Schönefelder Dorfstraße 1b, 14547 Beelitz OT Schönefeld, telephone number: +49 17647138428, e-mail address: info@dreamfilters.de:

- I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/

the provision of the following service (*)

- Ordered on (*)/ received on (*)

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only in case of paper communication)

- Date

(*) Delete where inapplicable.

§ 4 Prices and delivery costs

(1) All prices quoted in our online shop are gross prices including the statutory value added tax and are exclusive of any shipping costs incurred.

(2) The shipping costs are stated in our price quotations in our online shop.

(3) We are entitled to make partial deliveries insofar as this is reasonable for you. If we fulfil your order in accordance with § 4 para. 1 by partial deliveries, you will only incur shipping costs for the first partial delivery. If the partial deliveries are made at your request, we will charge shipping costs for each partial delivery.

(4) If you effectively revoke your contractual declaration in accordance with § 3, you may, under the statutory conditions, demand reimbursement of costs already paid for shipment to you (delivery costs) (cf. on other consequences of revocation § 3 para. 3).

§ 5 Terms of payment and set-off and right of retention

(1) You can choose to transfer the purchase price and the shipping costs to our account stated in the online shop (prepayment) or pay by Paypal, by credit card, by Klarna or by instalment purchase via easyCredit. With the credit card and PayPal payment methods, the purchase price is due immediately upon conclusion of the contract, so that the invoice amount is debited from your credit card or PayPal account immediately after completion of the order. With the payment method bank transfer (prepayment), we deliver the goods after receipt of payment. If you collect the goods at our place of business, cash payment is also possible. Furthermore, we accept SEPA direct debit, Giropay, Sofortüberweisung, and Przelewy 24.

(2) You are not entitled to offset against our claims unless your counterclaims have been legally established or are undisputed. You are also entitled to offset against our claims if you assert notices of defects or counterclaims from the same purchase contract.

(3) As a buyer, you may only exercise a right of retention if your counterclaim arises from the same purchase contract.

§ 6 Retention of title

The delivered goods remain our property until the purchase price has been paid in full.

§ 7 Warranty

(1) We are liable for material or legal defects of delivered items in accordance with the applicable statutory provisions, in particular §§ 434 et seq. the German civil code.

(2) Any seller's warranties given by us for certain articles or manufacturer's warranties granted by the manufacturers of certain articles shall be in addition to the claims for material defects or defects of title within the meaning of para. 1. Details of the scope of such guarantees can be found in the guarantee conditions which may be enclosed with the articles.

§ 8 Liability

(1) We shall be liable to you in all cases of contractual and non-contractual liability in the event of intent and gross negligence in accordance with the statutory provisions for damages or reimbursement of futile expenses.

(2) In other cases, we shall only be liable - insofar as not otherwise regulated in para. 3 - in the event of a breach of a contractual obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which you as a customer may regularly rely (so-called cardinal obligation), and this shall be limited to compensation for the foreseeable and typical damage. In all other cases, our liability is excluded subject to the provision in para. 3.

(3) Our liability for damages arising from injury to life, limb or health and under the Product Liability Act shall remain unaffected by the above limitations and exclusions of liability.

§ 9 Copyrights

We have copyrights to all pictures, films and texts published in our online shop. Use of the images, films and texts is not permitted without our express consent.

§ 10 Applicable law, place of jurisdiction and dispute resolution

(1) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If you have placed the order as a consumer and have your habitual residence in another country at the time of your order, the application of mandatory legal provisions of this country remains unaffected by the choice of law made in sentence 1.

(2) If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the customer and the supplier shall be the registered office of the supplier.

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

§ 11 Final provisions

The text of the contract can be downloaded and saved at <https://dreamfilters.de/agb/> (PDF version).

II. Additional provisions Exchange and refill system

§ 12 Change and refill system

(1) DreamFilters offers the option of a change and refill system whereby the customer is obliged to return the used stainless steel inline filters when purchasing an annual filter set. Each set contains two stainless steel filters.

(2) For the return of the used filters to DreamFilters, the customer will receive a prepaid return label from DreamFilters. The customer shall return the filters to DreamFilters within 30 days of receipt of the return label, placing the used in-line filters in the box in which the filter kit was shipped and affixing the return label to it.

(3) If the customer fails to return the filters in accordance with (2) within the time limit, DreamFilters shall be entitled to charge a contractual penalty of € 199.00 net. This shall not affect the assertion of claims for damages, whereby the contractual penalty shall be offset against any corresponding claim for damages. The claim for payment of the contractual penalty is due upon expiry of the period from (2).

(4) The bill of exchange and refill system by mail order is offered exclusively for the territory of the Federal Republic of Germany, unless otherwise agreed individually. For customers outside Germany, only replacement filter media (amethyst, rock crystal, tourmaline, schungite, rose quartz, aventurine, jasper, agate, selenite, carnelian, sodalite, fluorite, garnet, dolomite deposits) for the stainless steel filters are offered for purchase.

III. Additional provisions User account

§ 13 Conclusion of contract and user account

(1) By completing the online registration process and creating a user account, a contract of use is concluded with DreamFilters.

(2) The subject of the user contract is the use of our online services.

(3) The creation of a user account is only possible by providing a current email address and defining a password ("log-in data") as well as providing the first name of the customer. This e-mail address is also used for communication with the operator.

(4) The customer is obliged to handle the log-in data with care. In particular, the customer is prohibited from disclosing the log-in data to third parties and/or allowing third parties to access the profile by circumventing the log-in data.

(5) If the customer violates his obligations under paragraph 4 above and his user account is used by third parties, the customer shall be liable for all activities that take place using his user account. The customer is not liable if he is not responsible for the misuse of his user account.

(6) The customer warrants that the data used in the creation of his profile ("profile data") is accurate and complete.

§ 14 Further cooperation obligations of the customer

(1) The customer must refrain from any activity that is likely to impair the operation of the platform or the technical infrastructure behind it. This includes in particular:

- the use of software, scripts or databases in connection with the use of the platform;
- the automatic reading, blocking, overwriting, modifying, copying of data and/or other content, unless this is necessary for the proper use of the platform;

(2) Should any disruption occur in the use of the Platform or its functionalities, the Customer shall notify DreamFilters of such disruption without delay.

§ 15 Right to exemption

The Customer shall indemnify DreamFilters and its employees or agents against all third party claims arising from actions of the Customer in connection with the use of the Platform for which the Customer is responsible, in the event that a claim is made on the basis of an alleged or actual infringement and/or violation of third party rights. In addition, the customer undertakes to reimburse DreamFilters for all costs incurred by DreamFilters as a result of claims made by third parties. Reimbursable costs also include the costs of a reasonable legal defence.