

Terms & Conditions

GENERAL TERMS AND CONDITIONS OF BUSINESS

§ 1 General

Mysweetdreamfactory, Am Rathenaupark 13, 22763 Hamburg, managing directors: Daniela Bechtolf-Schaal und Vivian May, m@ysweetdreamfactory.com (hereinafter "Mysweetdreamfactory", "mysweetdreamfactory.com" or "we"), operates an online shop at the internet address mysweetdreamfactory.com (the "Website"). All orders placed by you via the Website as well as our deliveries and services are governed exclusively by the General Terms and Conditions of Business set out below, as applicable at the time the order is placed. We do not accept any diverging terms and conditions from the customer except where specifically agreed in writing. The European Commission provides a platform for the out-of-court resolution of disputes (ODR platform), which can be viewed under <http://ec.europa.eu/odr>.

§ 2 Contracts

1. The presentation of products on our Website does not constitute any offer by mysweetdreamfactory.com for a purchase contract.
2. By submitting the order form provided on our Website to us you are placing a binding offer for a purchase contract with us. You submit an offer by entering all required information during the ordering process and posting the order form to us by using the button "complete purchase". Before you submit your offer you will be able to view the details input by you and correct any mistakes in the information provided.
3. On receipt of your order we will send you an e-mail confirming receipt of your order and stating the details of your order (order confirmation). Please note that our order confirmation does not constitute a declaration of acceptance of your contractual offer but serves for information purposes only.
4. A purchase contract between you and Mysweetdreamfactory will become effective only after we have accepted the offer by dispatching the goods ordered. If payment in advance was chosen

as payment option, the goods will be dispatched only after the full amount has been credited to our account.

5. Mysweetdreamfactory has the right to refuse any offer without stating a reason, especially if there are legitimate grounds to suspect that the goods purchased via the internet are intended to be resold on a commercial basis.

§ 3 Cancellation policy advisory

The cancellation policy applies solely to consumers under § 13 of the German Civil Code of Law. Consumers are all individuals that complete a transaction that is not attributable to their commercial or self-employed occupation.

CANCELLATION POLICY

You may repeal your contract of purchase within 14 days without having to state reasons.

The allocated cancellation timeframe is 14 days, effective the day that you or an assigned third party, who may not be the carrier/ courier, took said commodities into their possession.

To administer your right to cancel your order, you have to inform us, Mysweetdreamfactory oHG, Am Rathenaupark 13, 22763 Hamburg, Germany, m@ysweetdreamfactory.com, by sending us an explicit declaration stating that you are repealing your contract of purchase (for example: by sending us a letter in the mail, fax, or an email).

It will suffice to send us your notification of repeal within the given cancellation timeframe in order for the 14-day cancellation timeframe to be granted.

CONSEQUENCES

If you repeal your contract of purchase, we are obligated to refund all payments that we have received from you, including shipping costs (excluding additional shipping costs that result from choosing a different shipping option, other than the regular standard shipping option that we offer) immediately and within 14 days at most, effective the day that we receive your repeal.

The payment method which was used to make the transaction will also be used for the reimbursement, unless we have explicitly agreed to something else. You will not be charged any fees for the reimbursement.

We reserve the right to withhold the reimbursement until we have received the returned items or until we have received your notification that you have returned the items, whichever comes first. The items have to be sent back to us immediately and no later than fourteen days after the date on which you have notified us of the cancellation of this contract. The extended deadline will be granted if the items are sent back within fourteen days. All return shipments are at our expense.

You are only required to compensate us for any loss in value if the loss in value can be traced back to unnecessary handling, which goes beyond the admissible proofing of the condition of the item, its characteristics and functionality.

End of advisory

§ 4 Voluntary returns right

1. In addition to your legal right of return, Mysweetdreamfactory also offers the following voluntary right of return:

All of the items featured on mysweetdreamfactory.com can be returned to Mysweetdreamfactory within 30 days of receipt. The voluntary right of return only applies to non-faulty items that are in their original condition, have not been worn, altered or washed; with all tags attached.

2. Return shipments

2.1. All return shipments will be at our expense, if the following provisions are complied with.

2.2. All return shipments are made solely using the same service as the original delivery (DHL or UPS) using the way bill or return sticker that is enclosed in the original package. The necessary documents and instructions for returning items will be enclosed in your package.

2.3. Please note that we can only accept returns from the country which the shipment was sent to. If the shipment was sent to Austria, for instance, we can only accept a return from Austria.

2.4. In case of a return, we will refund the money onto your account/ credit card. Potential losses due to currency fluctuations will not be refunded.

2.5. Please send all returns to: Mysweetdreamfactory oHG, Am Rathenaupark 13, 22763 Hamburg, Germany, m@ysweetdreamfactory.com.

3. If you have questions regarding our returns policy, please contact a customer service representative:

Email: m@ysweetdreamfactory.com

This voluntary right of return does not limit your legal rights nor does it limit your right to the above-mentioned cancellation policy.

§ 5 Prices; product presentation; availability

1. The prices stated on our Website mysweetdreamfactory.com at the time of your order apply.
2. The goods offered at Mysweetdreamfactory are presented on the Website in the form of digital photographs of the actual products. Minor discrepancies between the presentation and the actual products do not qualify as a defect in the goods ordered.
3. If you have ordered several items at the same time, the products may be delivered at different times. Sec. 266 BGB remains unaffected. Shipping charges will be incurred only once in any such case.

§ 6 Storage of contract data

We store your order data. If you wish to print your order, you may do so by printing out an "acknowledgment of receipt". It will appear on your screen once you have submitted your order to us by clicking the "complete purchase" button and your credit card details have been verified.

In addition, you will receive an email order confirmation stating all details entered as well as the cancellation template, which can be printed.

§ 7 Shipping & dispatch

1. Your package will be shipped with either DHL or UPS, depending on the final destination. Mysweetdreamfactory is liable for any potential transport risks.
2. The goods will be ready for dispatch on or after the day following your order. Unless agreed otherwise, delivery will be made within 1 to 5 business days to the shipment address specified by customer, depending on the shipment method and place of delivery chosen. If payment in advance was chosen as payment option, the goods will be dispatched only after the full purchase price has been credited to our account.
3. Deliveries to non-EU destinations

3a) Deliveries to Switzerland

Based on experience, deliveries to Switzerland take 1 to 3 business days. Please be aware that we cover the insurance of the goods and all costs incurred for shipping documents. The product prices as indicated include value-added tax as applicable in Switzerland as well as customs and handling charges, but are exclusive of German value-added tax.

3c) Deliveries to the USA

Based on experience, deliveries to the USA take 7 to 10 business days. Please be aware that we cover the insurance of the goods and all costs incurred for shipping documents. The product prices as indicated include customs and handling charges, but are exclusive of German value-added tax and US sales tax.

In case of a return, customs duties and handling fees can be refunded only as a voucher.

3i) Deliveries to other destinations

Based on experience, deliveries to countries liable to customs duties take 7 to 12 business days. Please be aware that we cover the insurance of the goods and all costs incurred for shipping documents. The product prices as indicated are exclusive of value-added tax and customs duties, and are also exclusive of German value-added tax. Please note that DHL will charge all import sales taxes, customs duties and handling charges separately for each country. For any questions about taxes and duties in your country, please e-mail to our Customer Care Team:

m@ysweetdreamfactory.com. Please note that you will be responsible for any banking charges as may be incurred in foreign countries.

In case of a return, customs duties, import sales taxes and DHL handling charges, will not be refunded.

4) Shipping charges

Destination	Type	Shipping costs	Shipping times
Germany	Standard	8.00 EUR	1-3 business days
Hamburg only	Courier	15.00 EUR	3 hours max.
Austria	Standard	20.00 EUR	1-3 business days
Italy	Standard	20.00 EUR	1-4 business days
France	Standard	20.00 EUR	1-3 business days
Switzerland	Standard	30.00 EUR	1-3 business days
UK	Standard	25.00 EUR	2-3 business days
Netherlands	Standard	20.00 EUR	2-3 business days
Non-EU European countries	Standard	60.00 EUR	1-4 business days

Other Regions of Europe	Standard	60.00 EUR	2-4 business days
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Shipping charges will be incurred only once for deliveries in installments.

§ 8 Payment; default in payment; setoff; right of retention

1. Accepted methods of payment

Please pay for your Mysweetdreamfactory order by:

- PayPal

All payments and credit notes will be handled in the currency chosen for the purchase.

2. Set-off

The customer is barred from a set-off if the counter claim has no legal backing, was not unanimously decided upon, and is not undisputed or if a separate claim for damages is covered in the same sales contract.

3. Right of retention for commercial transactions

In mercantile trade, the right to the retention of goods and a service disclaimer by the customer cannot be enforced, with the exception of undisputed, legally determined counter claims or claims for damages covered in the same sales contract.

§ 9 Retention of title

The goods delivered remain property of Mysweetdreamfactory until full payment has been made.

§ 10 Inquiries, complaints

For any inquiries about your order or complaints, please contact our Customer Care Team:

Email: m@ysweetdreamfactory.com

§ 11 Warranty

Claims based on defects in the delivered goods shall be governed by the applicable legal provisions, to the exception that any claims

for damages relating to defects shall be subject exclusively to section 12 below.

§ 12 Liability

1. We accept unlimited liability for damage caused by intent or gross negligence. Our liability for breaches by ordinary negligence of any major obligations or secondary obligations whose breach puts the achievement of the contractual purpose at risk or whose fulfilment is essential to the due and proper performance of the contract and whose fulfilment customer could reasonably rely upon ("essential obligation"), shall be limited to foreseeable damage characteristic for the contract. We accept no liability for any breach by ordinary negligence of contractual obligations which are not essential obligations.
2. Nothing in this shall prejudice our liability in the event of fraudulent concealment of defects or a guarantee as to quality, for claims based on the Product Liability Act, and for damage caused by injury to life, limb or health. This shall not entail a reversal of the burden of proof to customer's disadvantage.
3. To the exception of claims based on tort, any claims for damages of customer for which our liability is limited hereunder, shall become time-barred one year after the commencement of the statutory limitation period.
4. Any exclusion or limitation of the liability of Mysweetdreamfactory shall extend also to the personal liability of its employees, members of staff, representatives and vicarious agents.

§ 13 Governing law, sever-ability

1. All legal disputes arising out of or in connection with a purchase contract shall be governed exclusively by German law to the exclusion of the UN Sales Convention.
2. If any provision is invalid, nothing in this shall prejudice the validity of the remaining provisions hereof.