

Terms and Conditions - v3

The Log Cabin

02-01-2019

Standard Business Terms and customer information

I. Standard business terms

§ 1 Basic provisions

(1) The following business terms are applicable to all the contracts, which you conclude with us as a supplier (Stefan Röschinger) via the <https://www.thelogcabin-patchwork.com> website. Unless otherwise agreed upon, the inclusion, if necessary, of your own conditions is ruled out.

(2) A 'consumer' in the sense of the following regulations is every natural person who concludes a legal transaction which, to an overwhelming extent, cannot be attributed to either his commercial or independent professional activities. The term 'businessman' refers to every natural person, legal person or legally responsible partnership that concludes a legal transaction in pursuance of his/its independent professional or commercial activity.

§ 2 Conclusion of the contract

(1) The subject-matter of the contract is the selling of products .

(2) On placing the product in question on our website, we provide you with a binding offer to conclude a sales agreement subject to the conditions specified in the item description.

(3) The purchase agreement takes place via the online shopping cart system as follows:

The products intended for purchase are moved to the "shopping cart". You can select the shopping cart using the appropriate buttons on the navigation bar and make changes there at any time.

After calling up the "Checkout" page and entering the required personal data and payment and shipping conditions, all order information is then displayed again on the order summary page.

If you used an instant payment system (e.g. PayPal / PayPal Express, Amazon-Payments, Sofort) to receive payments, you will either be guided to our online shop on the order summary page or forwarded to the web page of the instant payment provider.

If you are forwarded to the instant payment system, choose and enter your details as appropriate. You will then be returned to the order summary page in our online shop.

Before the order is sent, you can re-check all the data, change it (which can also be done via the internet browser's 'back' function) or cancel the purchase transaction.

By clicking the "Ordering with cost liability" button to submit the order, you declare acceptance of the order in a legally binding way by which the purchase agreement takes place.

(4) The execution of the order and the sending of all the details necessitated by the conclusion of the contract take place via e-mail, in a partially-automated manner. Consequently, you have to ensure that the e-mail address that you have deposited with us is the correct one, and that the receipt of the respective e-mails is guaranteed. In particular, you have to ensure that the respective e-mails are not blocked by a SPAM filter.

§ 3 Right of retention, reservation of proprietary rights

(1) You can only exercise a right of retention if the situation in question involves claims arising from the same contractual relationship.

(2) The goods remain our property until the purchase price is paid in full.

§ 4 Warranty

(1) The statutory warranty rights are applicable.

(2) As a consumer, you are requested to promptly check the product for completeness, visible defects and transport damage as soon as it is delivered, and promptly disclose your complaints to us and the shipping company in writing. Even if you do not comply with this request, it shall have no effect on your legal warranty claims.

§ 5 Choice of law

(1) German law shall apply. This choice of law only applies to customers if it does not result in the revocation of the protection guaranteed by the mandatory provisions of the law of the country in which the respective customer's usual place of residence is located (benefit-of-the-doubt principle).

(2) The provisions of the UN Convention on Contracts for the International Sale of Goods are explicitly inapplicable.

II. Customer information

1. Identity of the seller

Einzelunternehmen Jacqueline Savelkoul-Braakman
The Log Cabin
Bergstrasse 2
52538 Selfkant-Hillensberg
info@thelocabin-patchwork.com

Alternative dispute resolution:

The European Commission provides a platform for the out-of-court resolution of disputes (ODR platform), which can be viewed under <https://ec.europa.eu/odr> (<https://ec.europa.eu/odr>).

We are willing to enter into dispute resolution proceedings before the consumer arbitration board.

2. Information regarding the conclusion of the contract

The technical steps associated with the conclusion of the contract, the contract conclusion itself and the correction options are executed in accordance to the regulations "conclusion of the contract" in our standard business terms (part I.).

3. Contractual language, saving the text of the contract

3.1 Contract language shall be English.

3.2 The complete text of the contract is not saved with us. Before the order is sent, via the online - shopping cart system the contract data can be printed out or electronically saved using the browser's print function. After the order is received by us, the order data, the legally-mandated details related to distance selling contracts and the standard business terms are re-sent to you via e-mail.

4. Codes of conduct

4.1 We are voluntarily subject to the code of ethics of the portal EU-Kommission which can be viewed at: <https://ec.europa.eu/consumers/odr/>.

5. Main features of the product or service

The key features of the goods and/or services can be found in the respective quote.

6. Prices and payment arrangements

6.1 The prices mentioned in the respective offers represent total prices, as do the shipping costs. They include all the price components, including all the incidental taxes.

6.2 The dispatch costs that are incurred are not included in the purchase price. They can be viewed by clicking the appropriate button on our website or in the respective quote, are shown separately over the course of the order transaction and must additionally be borne by you, insofar as free delivery is not confirmed.

6.3 If delivery is made to countries outside of the European Union, we may incur unreasonable additional costs, such as duties, taxes or money transfer fees (transfer or foreign exchange fees charged by the banks), which you must bear.

6.4 You must also bear the costs arising from money transfers in cases in which the delivery is made to an EU Member State, but the payment is initiated outside of the European Union.

6.5 The payment methods that are available to you are shown by clicking the appropriate button on our website or are disclosed in the respective quote.

6.6 Unless otherwise specified for the respective payment methods, the payment claims arising from the contract that has been concluded become payable immediately.

7. Delivery conditions

7.1 The delivery conditions, delivery date and existing supply restrictions, if applicable, can be found by clicking the appropriate button on our website or in the respective quote.

7.2 If you are a consumer, the following is statutorily regulated: The risk of the sold item accidentally being destroyed or degraded during shipping only passes over to you when the item in question is delivered, regardless of whether or not the shipping operation is insured. This condition does not apply if you have independently commissioned a transport company that has not been specified by us or a person who has otherwise been appointed

to execute the shipping operation.

8. Statutory warranty right

Liability for defects is governed by the "Warranty" provisions in our General Terms and Conditions of Business (Part I).

9. Terms of Payment and Delivery

The following terms and conditions apply:

9.1 Delivery conditions

Domestic delivery (Germany) and neighbouring countries:

Australien, Belgien, Kanada, Zypern, Dänemark, Finnland, Frankreich, Italien, Luxemburg, Niederlande, Norwegen, Österreich, Polen, Königreich, Vereinigte Staaten, Schweden, Schweiz.

9.2 Delivery costs (inclusive of legally applicable VAT)

Domestic deliveries (Germany):

We charge a flat shipping fee of 5,00 € per order.

From an order value of 100,00 € onwards, we deliver shipments free of cost.

Deliveries to foreign countries:

We charge a flat shipping fee for international deliveries:

5,00 €

From an order value of 100,00 €, we deliver shipments to foreign countries free of cost.

9.3 Delivery periods

Unless otherwise specified in the quote, domestic delivery of goods shall be made (Germany) within 3 - 5 days, for deliveries abroad within 5 - 7 days from conclusion of contract (if advance payment agreed from the date of the payment instruction).

Please note that deliveries are not made on Sundays and other holidays.

If you have ordered articles with different delivery dates, we send the articles together in one delivery if no other agreement has been made. The delivery date for the complete order will be the same as that of the article with the longest delivery time.

9.4 Accepted Payment options

- Prepayment via transfer
- Payment via PayPal
- iDEAL

In case of questions, please contact us at the contact details mentioned in the Legal Notice.

These SBTs and customer details were created by the lawyers specialising in IT law who work for the Händlerbund, and are constantly checked for legal conformity. Händlerbund Management AG guarantees the legal security of the texts and assumes liability in case warnings are issued. More detailed information can be found on the following website: <https://www.haendlerbund.de/agb-service> (<https://www.haendlerbund.de/agb-service>).

last update: 19.11.2018

Revocation right for consumers

(A 'consumer' is any natural person who concludes a legal transaction which, to an overwhelming extent, cannot be attributed to either his commercial or independent professional activities.)

Instructions for revocation

Revocation right

You have the right to revoke this contract within fourteen days without specifying any reasons.

The revocation period is fourteen days with effect from the day,

- on which you or a third party nominated by you, which is not the carrier, had taken possession of the products, provided you had ordered one or more products within the scope of a standard order and this/these product/products is/are delivered uniformly;
- on which you or a third party nominated by you, which is not the carrier, had taken possession of the last product,

provided you had ordered several products within the scope of a standard order and these products are delivered separately;

- on which you or a third party nominated by you, which is not the carrier, had taken possession of the last part delivery or the last unit, provided you had ordered a product, which is delivered in several part deliveries or units;

In order to exercise your revocation right, you must inform us (Jacqueline Savelkoul-Braakman, The Log Cabin, Bergstrasse 2, 52538 Selfkant-Hillensberg, Telefon +49(0)2456 9779337, info@thelogcabin-patchwork.com) of your decision to revoke this contract by means of a clear declaration (e.g. a letter sent via post, fax or email). You can use the enclosed specimen revocation form for this, which however is not mandatory.

In order to safeguard the revocation period, it is sufficient that you send the notification about the exercise of the revocation right before the expiry of the revocation period.

Consequences of the revocation

If you revoke this contract, we shall repay all the payments, which we received from you, including the delivery costs (with the exception of additional costs, which arise from that fact that you selected a form of delivery other than the most reasonable standard delivery offered by us), immediately and at the latest within fourteen days from the day on which we received the notification about the revocation of this contract from you. We use the same means of payment, which you had originally used during the original transaction, for this repayment unless expressly agreed otherwise with you; you will not be charged any fees owing to this repayment.

We can refuse the repayment until the products are returned to us or until you have furnished evidence that you have sent the products back to us, depending on whichever is earlier.

You must return or transfer the products to us immediately and, in any case, at the latest within fourteen days with effect from the day on which you inform us of the revocation of this contract. The deadline is maintained if you send the products before the expiry of the fourteen-day deadline.

You bear the direct costs for returning the products.

You must pay for any depreciation of the products only if this depreciation can be attributed to any handling with you that was not necessary for checking the condition, features and functionality of the products.

Criteria for exclusion or expiry

The revocation right is not available for contracts

- for delivery of products, which are not prefabricated and for whose manufacturing an individual selection or stipulation by the consumer is important or which are clearly tailored to the personal requirements of the consumer;
- for delivery of products, which can spoil quickly or whose use-by date would be exceeded quickly;
- for delivery of alcoholic drinks, whose price was agreed at the time of concluding the contract, which however can be delivered 30 days after the conclusion of the contract at the earliest and whose current value depends on the fluctuations in the market, on which the entrepreneur has no influence;
- for delivery of newspapers, periodicals or magazines with the exception of subscription contracts.

The revocation right expires prematurely in case of contracts

- for delivery of sealed products, which are not suitable for return for reasons of health protection or hygiene if their seal has been removed after the delivery;
- for delivery of products if they have been mixed inseparably with other goods after the delivery, owing to their condition;
- for delivery of sound or video recording or computer software in a sealed package if the seal has been removed after the delivery.

Specimen - revocation form

(If you wish to revoke the contract, please fill up this form and send it back to us.)

- To Jacqueline Savelkoul-Braakman, The Log Cabin, Bergstrasse 2, 52538 Selfkant-Hillensberg, info@thelogcabin-patchwork.com :

- I/we (*) herewith revoke the contract concluded by me/ us (*) regarding the purchase of the following products (*)/ 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 a notification on paper)
- Date

(*) Cross out the incorrect option.

Data protection declaration

Unless stated otherwise below, the provision of your personal data is neither legally nor contractually obligatory, nor required for conclusion of a contract. You are not obliged to provide your data. Not providing it will have no consequences. This only applies as long as the processing procedures below do not state otherwise.

"Personal data" is any information relating to an identified or identifiable natural person.

Server log files

You can use our websites without submitting personal data.

Every time our website is accessed, user data is transferred to us or our web hosts/IT service providers by your internet browser and stored in server log files. This stored data includes for example the name of the site called up, date and time of the request, the IP address, amount of data transferred and the provider making the request. The processing is carried out on the basis of Article 6(1) f) GDPR due to our legitimate interests in ensuring the smooth operation of our website as well as improving our services.

Orders

Collection, processing, and transfer of personal data in orders

When you submit an order we only collect and use your personal data insofar as this is necessary for the fulfilment and handling of your order as well as processing of your queries. The provision of data is necessary for conclusion of a contract. Failure to provide it will prevent the conclusion of any contract. The processing will occur on the basis of Article 6(1) b) GDPR and is required for the fulfilment of a contract with you. Your data is transferred here for example to the shipping companies and dropshipping providers, payment service providers, service providers for handling the order and IT service providers that you have selected. We will comply strictly with legal requirements in every case. The scope of data transmission is restricted to a minimum.

Contact, Evaluations

Collection and processing when using the contact form When you use the contact form we will only collect your personal data (name, email address, message text) in the scope provided by you. The data processing is for the purpose of making contact. By submitting your message you agree to the processing of your transmitted data. Processing will be carried out on the basis of art. 6 (1) lit. a GDPR with your consent. You can withdraw your consent at any time by contacting us without affecting the legality of the processing carried out with your consent up to the withdrawal. We will only use your email address to process your request. Finally your data will be deleted, unless you have agreed to further processing and use.

Data collection when you post a comment When you comment on an article or a contribution, we collect your personal data (name, email address, comment text) only in the scope provided by you. The processing serves to allow you to comment and to display comments. By submitting the comment you agree to the processing of the transmitted data. The processing will be carried out on the basis of art. 6 (1) lit. a GDPR with your consent. You can withdraw your consent at any time by contacting us without affecting the legality of the processing carried out with your consent up to the withdrawal. Your personal data will then be deleted.

On publication of your comment the name and email address you have entered will be published.

Merchandise management

Use of an external merchandise management system

We use a merchandise management system in the course of order processing for the purposes of contractual processing. For this purpose your personal data as collected in the course of the order will be sent to Mijnwebwinkel - MyOnlineStore BV, Molenstraat 56, 5341 GE Oss

Payment service providers

Using PayPal

All PayPal transactions are covered by the PayPal Data Privacy Statement. You can find this at

<https://www.paypal.com/de/webapps/mpp/ua/privacy-full?locale.x=en>

(<https://www.paypal.com/de/webapps/mpp/ua/privacy-full?locale.x=en>)

Cookies

Our website uses cookies.

Cookies are small text files which are saved in a user's internet browser or by the user's internet browser on their computer system. When a user calls up a website, a cookie may be saved on the user's operating system. This

cookie contains a characteristic character string which allows the browser to be clearly identified when the website is called up again.

We use these cookies to make our offering more user-friendly, effective and secure. Cookies also allow our systems to recognise your browser after a page change and to offer you services. Some functions of our website cannot be offered without the use of cookies. These services require the browser to be recognised again after a page change. Processing is carried out on the basis of art. 6 (1) lit. f GDPR due to our largely justified interest in ensuring the optimal functionality of the website as well as a user-friendly and effective design of our range of services. Cookies will be stored on your computer. You therefore have full control over the use of cookies. By choosing corresponding technical settings in your internet browser, you can be notified before the setting of cookies and you can decide whether to accept this setting in each individual case as well as prevent the storage of cookies and transmission of the data they contain. Cookies which have already been saved may be deleted at any time. We would, however, like to point out that this may prevent you from making full use of all the functions of this website. Using the links below, you can find out how to manage cookies (or deactivate them, among other things) in major browsers:

Chrome Browser: <https://support.google.com/accounts/answer/61416?hl=en>
(<https://support.google.com/accounts/answer/61416?hl=en>)

Internet Explorer: <https://support.microsoft.com/de-de/help/17442/windows-internet-explorer-delete-manage-cookies>
(<http://https://support.microsoft.com/de-de/help/17442/windows-internet-explorer-delete-manage-cookies>)

Mozilla Firefox: <https://support.mozilla.org/de/kb/cookies-erlauben-und-ablehnen>
(<https://support.mozilla.org/de/kb/cookies-erlauben-und-ablehnen>)

Safari: <https://support.apple.com/de-de/guide/safari/manage-cookies-and-website-data-sfri11471/mac>
(<https://support.apple.com/de-de/guide/safari/manage-cookies-and-website-data-sfri11471/mac>)

Analysis

The data processing described subsequently in this section, especially the setting of cookies, will be carried out on the basis of art. 6 (1) lit. f GDPR due to our largely justified interest:

- in the needs-based and target-oriented design of our website, for example, with tools for analysis and statistics

You have the right to veto this processing of your personal data according to art. 6 (1) lit. f GDPR, for reasons relating to your personal situation.

Use of Google Analytics

Our website uses the web analysis service Google Analytics by Google Inc. (1600 Amphitheatre Parkway, Mountain View, CA 94043, USA; "Google").

The processing of data serves to analyse this website and its visitors. Google will use this information on behalf of the operator of this website to evaluate your use of the website, to compile reports on website activity and to provide other services to the website operator relating to website and internet use. The IP address communicated by your browser as part of Google Analytics is not associated with any other data held by Google. Google Analytics uses cookies, which make it possible to analyse your use of the website. The information generated by the cookie regarding your use of this website is usually transferred to a Google server in the USA and stored there. IP anonymisation is activated on this website. Google uses this to shorten your IP address beforehand within Member States of the European Union or in other signatories to the Agreement on the European Economic Area. Only in exceptional cases will the full IP address be transferred to a Google server in the USA and shortened there. Your data may be transmitted to the USA. Following the US-EU Data Protection Agreement, Google has become "Privacy Shield" certified and is therefore obliged to observe European data protection laws. You can prevent collection of the data (including your IP address) generated by the cookies and related to your use of the website by Google as well as the processing of this data by Google by downloading and installing the browser plug-in available at the following link [<https://tools.google.com/dlpage/gaoptout?hl=en> (<https://tools.google.com/dlpage/gaoptout?hl=en>)]. You can set an opt-out cookie to prevent collection by Google Analytics across devices. Opt-out cookies prevent the future collection of your data when you visit this website. You need to opt-out on all systems and devices in use for this to work comprehensively. If you click here, the opt-out cookie is set: `Disable Google Analytics (javascript:gaOptout())`. You can find more detailed information on the terms and conditions of use and data protection at <https://www.google.com/analytics/terms/gb.html> (<https://www.google.com/analytics/terms/gb.html>) and at <https://policies.google.com/?hl=en> (<https://policies.google.com/?hl=en>).

Rights of persons affected and storage duration

Duration of storage

After contractual processing has been completed, the data is initially stored for the duration of the warranty period, then in accordance with the retention periods prescribed by law, especially tax and commercial law, and then

deleted after the period has elapsed, unless you have agreed to further processing and use.

Rights of the affected person

If the legal requirements are fulfilled, you have the following rights according to art. 15 to 20 GDPR: Right to information, correction, deletion, restriction of processing, data portability. You also have a right of objection against processing based on art. 6 (1) GDPR, and to processing for the purposes of direct marketing, according to art. 21 (1) GDPR.

Contact us at any time. Our contact details can be found in our imprint.

You can contact our data protection officers directly at:

Einzelunternehmen Jacqueline Savelkoul-Braakman

The Log Cabin

Bergstrasse 2

52538 Selfkant-Hillensberg

info@thelogcabin-patchwork.com

Right to complain to the regulatory authority

You have the right to complain to the regulatory authority according to art. 77 GDPR if you believe that your data is not being processed legally.

Right to object

If the data processing outlined here is based on our legitimate interests in accordance with Article 6(1)f) GDPR, you have the right for reasons arising from your particular situation to object at any time to the processing of your data with future effect.

If the objection is successful, we will no longer process the personal data, unless we can demonstrate compelling legitimate grounds for the processing that outweigh your interests or rights and freedoms, or the processing is intended for the assertion, exercise or defence of legal claims.

If personal data is being processed for the purposes of direct advertising, you can object to this at any time by notifying us. If the objection is successful, we will no longer process the personal data for the purposes of direct advertising.

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