

## **General Terms and Conditions**

### **§ 1 Scope of Application, Definitions**

(1) The following terms and conditions apply to all contracts concluded with us, RP Aroma GmbH, via email, telephone, in person, or online through the website [www.rparoma.de](http://www.rparoma.de). Unless otherwise agreed, the inclusion of any of your own terms and conditions is hereby expressly rejected.

(2) A consumer within the meaning of these terms is any natural person who enters into a legal transaction for purposes that are predominantly not attributable to their commercial or self-employed professional activity. An entrepreneur is any natural or legal person or a legally competent partnership who, when concluding a legal transaction, acts in the exercise of their independent professional or commercial activity.

(3) Products that are manufactured according to customer specifications or are clearly tailored to the personal needs of the customer are excluded from exchange and withdrawal. Statutory warranty rights in the event of defects remain unaffected.

### **§ 2 Conclusion of Contract**

(1) The subject of the contract is the sale of goods. Our product presentations on the internet are non-binding and do not constitute a binding offer to conclude a contract.

(2) RP Aroma GmbH trades exclusively with entrepreneurs within the meaning of § 14 BGB. Contracts with consumers are not concluded. Orders from consumers will be rejected.

(3) You can submit a binding purchase offer (order) by email, telephone, or during a personal consultation. The contract is only concluded upon receipt of our express order confirmation in text form.

(4) Acceptance of your offer (and thus the conclusion of the contract) takes place within one working day by confirmation in text form (e.g., email), in which the execution of the order or the delivery of the goods is confirmed (order confirmation). If you do not receive a corresponding message, you are no longer bound by your order. Any services already rendered will be refunded immediately in this case.

(5) Your requests for the preparation of an offer are non-binding for you. We will provide you with a binding offer in text form (e.g., email), which is valid for 5 days.

(6) The processing of the order and the transmission of all information required in connection with the conclusion of the contract are partly automated by email. You must therefore ensure that the email address you have provided is correct, that receipt of emails is technically ensured, and in particular, is not prevented by SPAM filters.

### **§ 2a Offer and Scope of Service**

(1) The minimum order value is €30.00 net. For orders below this amount, we reserve the right to deliver only against prepayment.

(2) For orders of €500.00 net or more, shipping costs for deliveries to the German mainland are waived. For deliveries to German islands and abroad, shipping costs are calculated separately. The same conditions apply for shipping by freight carrier.

### **§ 3 Right of Retention, Retention of Title**

(1) You may only exercise a right of retention insofar as it concerns claims arising from the same contractual relationship.

(2) The goods remain our property until full payment of the purchase price.

(3) If our reserved property is processed or transformed, the processing or transformation is carried out for us, but without obligation. If processed with other items not belonging to us, we acquire co-

ownership of the new item in the ratio of the value of our reserved property to the other processed items at the time of processing. If our reserved property is mixed or combined with other items, we acquire co-ownership in the proportion of the value of the reserved property at the time of combination.

(4) The buyer is only entitled to resell the reserved goods in the ordinary course of business and only against payment or under retention of title. They are not entitled to transfer ownership of the reserved goods as security or to pledge them.

(5) The buyer undertakes to also safeguard the seller's ownership if the delivered goods are not intended directly for the buyer but for third parties, and must expressly inform the recipient of this retention of title.

(6) The buyer hereby assigns their future purchase price claims from the resale of the reserved goods to the seller and undertakes, upon request, to provide the seller with all information necessary for collection regarding the assigned claims and to hand over the required documents. The buyer bears the costs incurred by the collection of the assigned purchase price claims. Until revoked, the buyer is authorized to collect the assigned claims from the resale.

(7) Any change of location and interventions by third parties, especially seizures, must be reported to the seller immediately in writing, in the case of seizure by sending the seizure protocol.

(8) In the event of non-compliance with the obligations set out in points a) to f), the seller has the right to withdraw from the contract, take back the goods, and revoke the collection authorization. The buyer must return the goods. The assertion of the retention of title does not require withdrawal by the seller. The reserved goods may be collected from the buyer's business premises and, after prior warning, utilized.

#### **§ 4 Liability**

(1) We are fully liable for damages resulting from injury to life, body, or health, in all cases of intent and gross negligence, in cases of fraudulent concealment of a defect, in the event of a guarantee for the condition of the purchase item, for damages under the Product Liability Act, and in all other legally regulated cases.

(2) Insofar as essential contractual obligations are affected, our liability for slight negligence is limited to the typical, foreseeable damage. Essential contractual obligations are those obligations that arise from the nature of the contract and whose violation would endanger the achievement of the contractual purpose, as well as obligations that the contract imposes on us according to its content to achieve the contractual purpose, the fulfillment of which makes the proper execution of the contract possible in the first place and on whose compliance you may regularly rely.

(3) In the event of a breach of non-essential contractual obligations, liability for slightly negligent breaches of duty is excluded.

(4) Data communication over the internet cannot be guaranteed to be error-free and/or available at all times according to the current state of technology. We are therefore not liable for the constant or uninterrupted availability of the website and the services offered there.

#### **§ 5 Data Protection and Confidentiality**

We undertake to treat all information received in the course of the business relationship, especially personal data and business secrets, as strictly confidential and to use it exclusively for the purpose of contract execution. The processing of personal data is carried out in compliance with applicable data protection laws, in particular the General Data Protection Regulation (GDPR). Disclosure to third parties only takes place if this is necessary for the fulfillment of the contract or required by law. Both parties undertake to take appropriate technical and organizational measures to protect the data against unauthorized access, loss, or misuse.

#### **§ 6 Choice of Law, Place of Performance, Jurisdiction**

(1) German law shall apply exclusively to contractual relationships. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

(2) The place of performance for all services arising from the business relationships with us and the place of jurisdiction is our registered office, provided you are a merchant, a legal entity under public law, or a special fund under public law. The same applies if you do not have a general place of jurisdiction in Germany or the EU or if your residence or usual place of abode is unknown at the time the action is brought. The right to also call upon the court at another statutory place of jurisdiction remains unaffected.

## **§ 7 Price and Price Adjustment**

(1) RP Aroma GmbH reserves the right to adjust the prices for its services and products if the relevant cost factors, in particular material, raw material, energy, wage, or transport costs, change demonstrably. A price adjustment is made exclusively to the extent of the actual cost changes and may lead to an increase or decrease in prices.

(2) The price adjustment will be communicated to the customer at least four weeks before it takes effect in text form. The reasons and scope of the price adjustment will be transparently explained in the notification. The customer has the right to terminate the contract extraordinarily within two weeks of receipt of the notification, effective at the time of the price adjustment. If the customer does not exercise this right, the price adjustment is deemed accepted.

(3) Price adjustments are made no more than once per calendar year unless exceptional and unforeseeable cost increases require an earlier adjustment. In this case, RP Aroma GmbH will particularly justify the exceptional circumstances in the notification.

(4) The price adjustment clause does not apply to services or products that have already been fully rendered and invoiced.

(5) The prices quoted by us apply ex works Syke, unless otherwise agreed in writing.

(6) The shipping costs incurred are not included in the purchase price. The amount of shipping costs depends on weight, package size, and shipping provider. These additional costs are to be borne by you unless free shipping has been promised.

(7) The payment methods available to you are listed in a correspondingly designated section in the order confirmation.

(8) Unless otherwise specified for the individual payment methods, the payment claims from the concluded contract are due for payment immediately.

## **§ 8 Delivery Conditions**

(1) Shipping Method and Carrier: Unless expressly agreed otherwise, the choice of shipping method and carrier is at the seller's discretion.

(2) Packaging and Disposal: Delivery is made including disposable packaging according to the seller's standard packaging of their choice. The buyer bears the disposal costs for the empty packaging.

(3) Transfer of Risk: The risk of accidental loss or deterioration of the goods passes to the buyer upon handover, but at the latest when the goods leave the seller's shipping location. This also applies if the seller bears the transport costs. In this case, the buyer remains obliged to pay the purchase price.

(4) Transport Insurance: Each delivery is insured by the seller against transport risks unless expressly agreed otherwise. The insurance fee of 0.5% of the net value of the goods may be charged to the buyer.

(5) Damage Reporting and Processing: In the event of transport damage, the buyer is obliged to

immediately provide the seller with an official damage assessment (if necessary, including a weighing note) and a corresponding damage assignment. The seller reserves the right to either deliver a replacement or refund the amount of the damage.

## **§ 9 Default of Acceptance**

- (1) If the buyer remains silent after the expiry of a reasonable grace period set for them, refuses acceptance, or expressly declares that they do not wish to accept, the company may withdraw from the contract or claim damages for non-performance.
- (2) The costs incurred due to late acceptance, in particular those for storage and re-delivery, are to be borne by the buyer.
- (3) RP Aroma reserves the right to choose a freight forwarding company as the storage location and to charge these costs to the customer.

## **§ 10 Complaints and Withdrawal**

- (1) Commercial Duty to Inspect and Give Notice of Defects: Complaints by merchants are only considered if they are received in writing by the seller within 10 days of receipt of the goods and before processing, stating the exact defects.
- (2) Rights in the Event of Justified Complaint: If a complaint is recognized by the seller as justified, the seller reserves the right to either deliver a replacement or issue a credit note at their discretion.
- (3) Limitation of Liability: Further claims by the buyer, in particular claims for compensation for consequential damages resulting from the processing of the complained goods, are excluded, unless mandatory statutory liability provisions, in particular for intent or gross negligence, remain unaffected.

## **§ 11 Withdrawal**

- (1) Withdrawal Due to Unavailability of Goods or Force Majeure: Withdrawal from the contract is possible if, despite the conclusion of a congruent hedging transaction by the supplier, the ordered goods cannot be delivered through no fault of their own, or if a case of force majeure occurs that makes delivery impossible. Force majeure includes unforeseeable, external events that cannot be averted even with the utmost reasonable care, such as natural disasters, war, pandemics, official measures, or comparable events. The buyer will be informed immediately in such cases. Payments already made will be refunded immediately.
- (2) Right of Withdrawal in the Event of Lack of Creditworthiness of the Buyer: There is a right of withdrawal if the buyer has provided incorrect information about their creditworthiness, suspends payments, insolvency proceedings are applied for over their assets, or payment obligations from previous deliveries are not fulfilled despite default and a corresponding request with a reasonable deadline. The right of withdrawal lapses if the buyer makes an immediate advance payment.
- (3) Withdrawal in Case of Endangering the Buyer's Performance: If, after conclusion of the contract, concrete indications arise that the claim for consideration is endangered by the buyer's lack of performance (e.g., payment default, transfer of circulating assets as security, unfavorable information from banks or credit insurers), delivery may be refused and the buyer may be given a reasonable period to provide sufficient security (e.g., absolute bank guarantee).

## **§ 12 Quality Fluctuations**

Customary or product-typical, minor fluctuations in smell and taste do not constitute a defect and do not entitle the buyer to assert claims. This does not apply if the fluctuations significantly fall short of the agreed or usually expected quality.

## **§ 13 Return of Goods**

- (1) In the event of a justified withdrawal and the return of delivered goods, there is a right to

compensation for actual expenses incurred, such as transport and installation costs, provided these are individually substantiated.

(2) Compensation may be claimed for any reduction in value of the returned goods resulting from use or deterioration. The amount of compensation is based on the loss in value, which must be demonstrated in each individual case. The buyer has the right to prove that no loss in value or a significantly lower loss in value has occurred.

## **§ 14 Warranty**

(1) In the event of a defect, the buyer may choose either rectification (repair) or replacement delivery. The right to the chosen form of subsequent performance may be refused if it is only possible at disproportionate cost. In this case, the alternative form of subsequent performance may be requested.

(2) If subsequent performance fails, is definitively refused, or is unreasonable for the buyer, the buyer may, at their discretion, reduce the purchase price or withdraw from the contract, and may claim damages in accordance with statutory provisions. Withdrawal is excluded in the case of only minor defects.

(3) Claims for compensation for damages not occurring on the delivered goods themselves (e.g., hotel costs, telephone costs, loss of earnings) exist only to the extent that liability is provided for by statutory provisions.

(4) Obvious defects must be reported in writing within two weeks after delivery of the goods. The statutory provisions regarding the duty to inspect and give notice of defects in commercial transactions remain unaffected. The buyer's rights remain valid if the notice is given within the deadline.

(5) If the defect is not attributable to the seller, the buyer has no right to withdraw from the contract or claim damages.

(6) The limitation period for warranty claims is two years from delivery of the goods. For used goods, the period may be reduced to one year if expressly agreed. For entrepreneurs as buyers, the limitation period may be restricted to one year, provided the goods do not have a longer shelf life.

## **II. Customer Information**

### **1. Identity of the Seller**

RP Aroma GmbH  
Siemensstraße 16b  
Germany  
04242/9340516  
Email: [info@rparoma.de](mailto:info@rparoma.de)

### **2. Contract Language, Storage of Contract Text**

2.1 The contract language is German.

### **3. Essential Characteristics of the Goods or Services**

The essential characteristics of the goods and/or services can be found in the product description and the supplementary information on the label. Upon request, safety data sheets and technical data sheets for the product will be prepared and sent digitally to the email address known to us.

### **4. Contract Amendments / Final Provisions**

(1) Additional or deviating agreements to these General Terms and Conditions must be in writing. Individual agreements, including collateral agreements, supplements, and amendments, take

precedence if they have been expressly agreed and may also be made informally.

(2) Should any provision of these General Terms and Conditions be wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision, a provision shall be deemed agreed that comes closest to the economic purpose of the invalid or unenforceable provision.

Syke, 01.06.2025