

# Conditions of Use

[www.mags-pips.com](http://www.mags-pips.com)

[www.leostick.com](http://www.leostick.com)

[leo-lippenstift.de](http://leo-lippenstift.de)

## Terms and conditions

With the dispatch of an order you accept the terms and conditions listed here. Please read them carefully. The following terms and conditions are an integral part of each contract concluded between MAGOE Consulting & Trading Germany; Mario P. Goerner e.K. (with the domains listed above); managing director / owner of MAGOE Consulting & Trading: Mario P. Goerner, D-58452 Witten Alte Str. 74, Germany; offices at the aforementioned address (hereinafter called MAGOE) and the customer.

MAGOE provides performance on the basis of these terms and conditions only. If you don't agree with individual points or with all terms and conditions, do not execute your order. Sales and deliveries are only on the basis of the acceptance of the following terms and conditions. For all business relations between MAGOE and the customer are exclusively our terms and conditions binding at the time the order is placed.

### Conclusion of contract

The presentation of products at MAGOE is not a legally binding offer, but a non-committal catalog. After you have entered your personal data and clicking the button "SEND ORDER" in the final step of the ordering process, you deliver a binding order for the goods. The confirmation of receipt of the order follows immediately after sending the order. The purchase contract will be achieved with our order confirmation or delivery of the goods.

### Prices & Delivery Charges

All prices shown in EUR or € are gross prices and include German VAT and other price components. All offers are without obligation. Prices are subject to change without notice. With the publication of new prices all previous rates lose validity. For all products ordered on this day the reported price inclusive VAT and other price components, excluding postage / shipping, is valid.

For all deliveries within the EU we charge the actual postage / shipping costs of companies like UPS, DHL or Hermes; here are some examples, in this case: DHL:

Small parcels within Germany : 4,10 Euro  
Small parcels within the EU : 8,90 Euro  
Small parcels worldwide : 15,90 Euro;  
Weight: up to 2 KG

For deliveries outside the EU no VAT will be charged. This will be deducted at invoicing.

## Payment methods

Payment is offered through the on-line order form of payment.

For pre-payment by bank transfer you will receive a confirmation email after the order. There you will find our bank information. Within the European Union you can conveniently pay by bank transfer. Please use IBAN/BIC. From outside the EU you can also pay by bank transfer. Please be aware that we do not accept any of the bank transfer fees. We ship the order right after receiving the money.

Another payment option is PayPal.

Please note that we only deliver your order to the PayPal deposited address.

For payment to our bank-account, please use the following data:

V + R Bank

Account nr.: 110230800

BLZ : 452 615 47

BIC : GENODEM1SPO

IBAN : DE 39 4526 1547 0110 2308 00

## Right of Withdrawal

### § 1 Cancellation, Withdrawal

You can cancel your contract without giving reasons within 14 days in writing (eg letter, fax or e-mail) or - if handed over before expiration of time - by returning the goods. The time limit begins after receipt of this notification in writing, but not before receipt of the goods by the recipient (in the case of recurring deliveries of similar goods not before receipt of the first partial delivery) and also does not fulfill our obligations under Article 246 § 2 in connection with § 1 para 1 and 2 draft Law and our obligations in accordance with § 312e Section 1 Clause 1 BGB in conjunction with Article 246 § 3 EGBGB. The revocation period is sufficient to send the revocation or thing. The revocation must be sent to:

MAGOE Consulting & Trading

Mario P. Goerner e.K:

MD: Mario P. Goerner

Alte Strasse 74

D-58452 Witten (Germany)

Fax: (49)2302-9787642

E-Mail: [info@magoe.eu](mailto:info@magoe.eu)

### § 2 Consequences

In the event of valid revocation, the services received by both parties must be returned and any uses obtained (e.g. interest) must be surrendered. The ordering party may have to provide value compensation if the ordering party cannot, either in whole or in part, return the received service to the vendor or can only do so in an impaired state. This will not apply to the making available of objects if impairment of the object is attributable solely to inspection thereof, as would have been possible for the ordering party in a eg. shop. Incidentally, the ordering party can avoid providing compensation for an impairment caused by use of the object in accordance with its intended purpose by refraining from using the object like his or her property and by refraining from all actions that would have a detrimental influence on its value. Objects that can be sent in parcels must be returned at the vendor's risk. The ordering party must bear the costs of returning if the object delivered corresponds to

the object ordered and if the price of the object to be returned does not exceed an amount of 40,00 Euro or, in the event of a higher price of the object, the ordering party has not yet reciprocated or provided a contractually agreed partial service at the time of revocation. Otherwise, returning will be free of charge to the ordering party. Objects that cannot be sent in parcels will be picked up from the ordering party by the vendor. Obligations to reimburse payments must be fulfilled within 30 days. For the ordering party, the period will begin when the revocation declaration or the object is sent. For the vendor, the period will begin with its receipt.

### § 3 Special Notes

The withdrawal does not exist with contracts to supply goods that are produced according to customer specifications or clearly tailored to personal needs or which are not due to their condition suitable for return or decay quickly; whose expiration date has passed or who cannot be returned for hygienic reasons in case of a lipstick, which has been used.

- End of Right of Withdrawal for the Consumer -

#### **Delivery**

Upon receipt of your offer and confirmation by MAGOE your order will be delivered quickly, usually within 3 - 14 business days. If payments are made in advance, the date of dispatch will be right after the payment arrives on the account of MAGOE. We have no control of bank transfer times and delivery delays by the carrier.

We are entitled to do partial deliveries. In case of partial delivery the additional expenses will be paid by MAGOE. We deliver to the on the order specified address. The dispatch of the goods is at the sellers risk. After delivery of the order the risk is transferred to the buyer.

#### **Damaged Goods**

If you get a product in damaged condition, it will be replaced without any difficulty during a return within 7 days. Please contact MAGOE directly by delivery! It should not have been opened or damaged in any way. If so, you are obliged to report the damage in writing on the transfer protocol of the delivery agent. If you find a previous opening, damage or other manipulation of the package after delivery, you are obliged to declare this to complain immediately to the relevant transport company. Only then we can replace the missing and / or damaged goods.

#### **Warranty**

The warranty is subject to the statutory regulations, but in case of a defect in the goods we first deliver in addition or improve. If the improvement fails or the replaced product is also defective, you can return it and refund the full purchase price or keep the goods and reduce the price. Informations about any warranty of the manufacturer learn from the product documentation.

#### **Warranty claims, damages and liability**

For obvious defects inform MAGOE by a period of 7 days. This can be done in the form of letters or email.

The images at MAGOE do not always have the exact appearance of the product, or match exactly the colors. The presentation of the products online can sometimes differ from the colours in reality. Are the changes reasonable for the customer, (according to general market conditions), there are no claims.

Is there a defect in the purchased goods, you have the choice of the right to remedy the defect or the replacement of a new, faultless product. In the case of repair, we take the necessary expenses, but not in case if they are increased, because you have moved the goods to another place. If the repair or replacement fails, you may at your option cancel the contract or demand a price reduction.

Any further claims by the purchaser, especially claims for damages are excluded. Indemnity for breach of duty out of the contract is only under the legal conditions and only in cases of intent or gross negligence guaranteed. The same applies to claims for damages on the basis of product liability. All informations on packaging and inserts has to be observed.

#### **Reservation of Proprietary Rights**

The delivered goods are property of MAGOE until full payment.

#### **Privacy Policy**

##### **§ 1 General**

Your personal information (eg title, name, address, e-mail address, phone number, bank account, credit card number) will be processed by us in accordance with the provisions of German privacy law. The following rules inform you of the nature, extent and purpose of the collection, processing and use of personal data. This privacy statement applies only to our websites. If you are directed through links on our pages to other pages, please inform yourself up on the respective use of your data.

##### **§ 2 Automatic Data Collection**

For technical reasons, when you visit our store, the following data is transmitted automatically:

- Website from which you are
- Web site you visit
- Date and time of access

This data do not allow conclusions about the identity of the customer.

##### **§ 3 stock data**

(A) Your personal data, where these are necessary for the establishment, content, or change of status (inventory data) are used exclusively for contract execution - e.g. to deliver the goods. Your name and address will be passed on to the suppliers of goods.

(2) Without your express consent or without legal basis, your personal data will not be shared outside of contract management related to third parties. After a complete contract processing your data for further use will be blocked. After expiration of the tax and trade legislation this data will be deleted unless you have not agreed explicitly in the further use.

##### **§ 4 Information on cookies**

(1) To optimize our website we use cookies. These are small information files that are stored in your computer. These cookies are deleted when you close your browser again. Other cookies remain on your computer (long-term cookies) and recognize you again at the next visit. This allows us to provide you with better access to our site.

(2) You can prevent the storage of cookies on your hard drive in your browser settings "blocking cookies". However, this can have a functional limitation of our offers.

##### **§ 5 Reports**

At the request will be granted written information about your person or your pen name stored data. You may have a right to rectification, erasure or blocking. Questions you can ask about the following e-mail address: [info@magoe.eu](mailto:info@magoe.eu)

#### **Place of Jurisdiction**

Place of jurisdiction for all disputes arising from or in connection with the business relationship, is Witten, Germany. We are entitled to install any action against the purchaser, at its discretion at the general jurisdiction of the purchaser. Unless

mandatory statutory provisions contrary to the national law of the purchaser, subject is German law.

The application of the UN purchasing law is excluded.

Should individual terms be invalid or lose their effectiveness through yet unknown circumstances, the effectiveness of these terms & conditions shall remain unaffected.

#### **Scope**

All supplies and services of MAGOE fulfilment of orders, the customer has not issued in connection with his commercial or independent professional activity, is based on these terms and conditions. Other and / or supplementary agreements require our explicit written consent, which applies to a waiver of written form.

#### **Copyright**

All images and text on the pages of MAGOE are subject to copyright law (§ 72 Copyright Act). The use of images and texts is not allowed.

#### **Company information:**

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