



*Mira Marie
Jewelry*



Terms and Conditions (T&C) for the Online Store "Mira Marie Jewelry"

§1 Scope, Definitions, and Contractual Partners

- These Terms and Conditions (T&C) apply to all orders placed by you as a customer in the online store at www.miramarijewelry.com.
- By placing an order, you acknowledge these T&C. Deviating terms from the customer will not be accepted unless we have explicitly agreed to them in writing.
- The purchase agreement is concluded between

Mira Marie Jewelry
Owner: Samira Kirsch
Eppelheimerstraße 25
68723 Plankstadt
Germany
miramariébussines@gmail.com

and the customer, in the version valid at the time the contract is concluded. Deviating general terms and conditions of the customer will not be recognized unless we explicitly agree to their applicability in writing.

§2 Conclusion of a Contract

- The presentation and advertisement of goods in our online store do not constitute a legally binding offer on our part but are only an invitation for the customer to place an order.
- By clicking the "Buy" button in the final step of the order process or by clicking the "Pay Now" button when choosing the payment method "PayPal," the customer submits a binding offer to conclude a contract for the purchase or booking of the goods and/or services displayed in the order overview (Offer).
- The customer can place orders in our online store as a guest or as a registered user. As a registered user, the customer does not need to provide personal data each time but can log in to their customer account with the email address and password chosen during registration. Registration does not imply any obligation to purchase the goods offered by us. The access data for the account must be kept confidential and not disclosed to third parties.
- The contract is concluded in English. The T&C and privacy policy are available on our website in both German and English.

§3 Prices, Shipping Costs, Payment

- The listed prices do not include statutory VAT. Mira Marie Jewelry is a small business and is therefore exempt from this tax.
- In addition to the listed prices, shipping costs apply. The shipping costs will be displayed to the customer during the order process and must be accepted before completing the order.

- 6.1 Payment is made at the customer's discretion by [advance payment, PayPal, instant transfer, etc.].
- 6.2 When choosing the payment method "advance payment," you will receive our bank details with the order confirmation. The invoice amount must be transferred to the specified account within [X] days after receiving the order confirmation.
- Products will only be shipped after payment has been received.

§4 Delivery

- Delivery will be made to the address provided by the customer.
- The delivery time is usually a maximum of 14 working days unless otherwise specified. Any deviations from this delivery time will be communicated to the customer in a timely manner.
- If a product is not available for delivery, we will immediately inform you of the expected delivery time or the unavailability of the product.
- Our products are shipped exclusively with tracking.

§5 Retention of Title and Prohibition of Resale

- We retain ownership of the goods until the purchase price has been paid in full.
- The customer agrees to use the products exclusively for private purposes. Any commercial or business resale of the purchased products is prohibited.

§6 Right of Withdrawal

- If the customer is a consumer, they are entitled to a statutory right of withdrawal under the following conditions.
- You have the right to withdraw from this contract within fourteen (14) days without stating a reason. The withdrawal period is fourteen (14) days from the day on which you or a third party named by you, who is not the carrier, takes possession of the goods.
- To exercise your right of withdrawal, you must inform us of your decision to withdraw from this contract by means of a clear declaration (e.g., a letter sent by post or an email).

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- In the case of withdrawal, you must return the goods without delay, but no later than fourteen days from the day you informed us of your withdrawal from this contract. The deadline is met if you send the goods before the period of fourteen days has expired.
- You will bear the direct costs of returning the goods.
- We may refuse the refund until we have received the goods back.

Sample Withdrawal Form:

(If you wish to withdraw from the contract, please complete and return this form.)

Mira Marie Jewelry

Owner: Samira Kirsch

Eppelheimerstraße 25

68723 Plankstadt

Germany

miramariébussines@gmail.com

- I/We hereby withdraw from 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 for notification on paper)
- Date
- You will only be liable for any loss of value of the goods if this loss of value results from handling them in a way that is not necessary to examine the nature, characteristics, and functioning of the goods.

§7 Right of Withdrawal for Custom Orders

- Please note that for products made according to your individual specifications or personalized, there is no right of withdrawal in accordance with § 312g para. 2 no. 1 BGB. Since these items are made specifically for you, a withdrawal and return are excluded unless the goods are defective or have a manufacturing defect.
- When ordering custom items, please ensure that all details are correct and that you explicitly desire the design and personalization of the product.
- In the case of Mira Marie Jewelry, pearl chokers fall under the category of custom orders.

§8 Warranty

- The statutory warranty rights apply. If the goods are defective upon delivery, we kindly ask you to notify us of the defect without delay.
- In the event of a defect and immediate notification, you have the right to a remedy (repair or replacement) or, if remedy is not possible, to withdraw from the contract or reduce the purchase price.

§9 Retention of Title

- The goods remain our property until full payment has been made.

§10 Warranty

- Statutory warranty regulations apply unless otherwise specified below.

§11 Liability

- The provider is only liable for damages caused by intentional or grossly negligent behavior.
- For slight negligence, the provider is only liable if essential contractual obligations are breached, whose fulfillment enables the proper execution of the contract and upon which the customer can regularly rely.

§12 Data Protection

- Protecting your data is very important to us. All personal data is processed in accordance with applicable data protection regulations. For further information, please refer to our privacy policy.

§13 Final Provisions

- German law applies, excluding the UN Sales Convention.
- If any provision of these T&C is or becomes invalid, the validity of the remaining provisions shall remain unaffected.
- Should individual provisions of these T&C be invalid, void, or incomplete, the validity of the remaining provisions shall remain unaffected. The parties will – if necessary, in the appropriate form – replace the invalid or void provision with a regulation that most closely achieves the economic purpose pursued. If the invalidity or voidness of a provision relates to the extent of performance or time (deadline or term), a legally permissible extent shall replace the invalid or void provision.

Date: January 2025