General Terms and Conditions (GTC) for Consumers (Private Customers) of the Webshop

AURA GmbH & Co. KG, 76726 Germersheim
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§1 Scope of Application
(1) These General Terms and Conditions apply to all contracts between AURA GmbH & Co. KG, Siebeinstr. 3, 76726 Germersheim – hereinafter referred to as the “Provider” – and consumers (§ 13 German Civil Code – BGB) who order goods via the online shop.
(2) A consumer is any natural person who concludes a legal transaction for purposes that are predominantly neither attributable to their commercial nor their self-employed professional activity.
(3) These GTC apply exclusively to consumers. Separate “General Terms and Conditions” apply to entrepreneurs.

§2 Subject Matter of the Contract
(1) The following goods are sold exclusively to consumers via the online shop:
• Clothing (e.g., cycling jerseys, shirts, jackets)
• Headwear (e.g., caps, beanies)
• Other merchandise items
(2) Technical devices, machines, filling or emptying stations, and other technical accessories are not sold to consumers.

§3 Conclusion of Contract
(1) The presentation of products in the online shop does not constitute a legally binding offer, but an invitation to place an order.
(2) By clicking the “Buy Now” button or completing a purchase via PayPal, the customer submits a binding offer to conclude a purchase contract.
(3) The contract is concluded by:
• an explicit order confirmation by e-mail, or
• dispatch of the goods.
(4) The contract text is stored in compliance with data protection regulations.

§4 Prices and Payment Terms
(1) All prices are final prices and include statutory value-added tax (VAT).
(2) Any additional shipping costs will be displayed separately during the ordering process.
(3) The available payment methods are displayed in the online shop.

§5 Delivery
(1) Delivery shall be made to the delivery address specified by the customer.
(2) If an ordered product is not available, the customer will be informed without undue delay.

§6 Transfer of Risk
The risk of accidental loss or accidental deterioration of the goods shall pass to the consumer only upon handover of the goods to the consumer.

§7 Retention of Title
The goods remain our property until full payment has been received.

§8 Right of Withdrawal
Consumers are entitled to the statutory right of withdrawal. Details are set out in the separate withdrawal policy provided in the online shop.

§9 Warranty
The statutory warranty rights shall apply.

§10 Liability
(1) We shall be liable without limitation:
• for damages arising from injury to life, body, or health,
• for damages resulting from intentional or grossly negligent breach of duty,
• under the German Product Liability Act.
(2) In the event of slightly negligent breach of essential contractual obligations, liability shall be limited to the typical, foreseeable damage arising from the contract.
(3) Otherwise, liability is excluded.

§11 Dispute Resolution
The European Commission provides a platform for online dispute resolution (ODR):
https://ec.europa.eu/consumers/odr/
We are neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

§12 Applicable Law
German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). Mandatory consumer protection provisions of the country in which the consumer has their habitual residence shall remain unaffected.