

**LOST EXIT Rita Stoltze  
Bergstr. 23**

**D-48249 Dülmen**

**Order**

I order the following articles. Payment: COD / Credit Card / Prepaid

<b>Article-No.</b>	<b>Name</b>	<b>Colour</b>	<b>Size</b>	<b>Quantity</b>	<b>Price</b>
01.					
02.					
03.					
04.					
05.					
06.					
07.					
08.					
09.					
10.					

**COD: Germany = € 9.95exceeded € 150.-- = no shipping costs.**

**EU = € 13.--, other countries see Shipping Conditiond**

**Prepaid or Credit Card: (Visa, Euro-/Mastercard): Germany = € 4.95, exceeded € 150.- = no shipping costs.**

**EU = € 13.--, other countries see Shipping Conditions**

**First Name :**

**Last Name :**

**Street :**

**Post Code :**

**City :**

**Country :**

**Telephone :**

**Fax :**

**Email :**

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City                      Date                      Signature

**You can also send us a Fax : ++49 2594 / 840 7769**

## **Terms and Conditions of LOST EXIT holder Rita Stoltze, Bergstr. 23, 48249 Dülmen - Germany**

### **Contracting party**

On the basis of these General Terms and Conditions is between the customer and LOST EXIT - Owner Rita Stoltze  
Adresse: Bergstr. 23 - D-48249 Dülmen  
Tel.: +49 (0)2594 909 228  
Fax: +49 (0)2594 840 7769  
Email: [info@lostexit.de](mailto:info@lostexit.de)  
Sales tax identification number: DE815804796

hereinafter referred to as provider, the contract is.

### **Object of Contract**

Through this agreement, the sale of goods through the online store of the provider is regulated. Because of the details of the respective offer is made to the product description of the supply side.

### **Conclusion of contract**

The contract is in electronic commerce via the shop system or by other remote means of communication such as telephone, fax and e-mail about. Here are the offers shown are non-binding solicitation of an offer by the customer's order, which the provider can then accept. Ordering information for the contract includes the shop system the following steps:

- Selection of the offering in the desired specification
- Inserting the offering in the cart
- Press the button 'Checkout'
- Enter the billing and shipping address
- Choice of payment method
- Review and processing of the order and all entries
- Press the button 'Buy'
- Email that your order has been received

Orders can also via remote means of communication (telephone / fax / e-mail) are given next to the shop system, whereby the ordering process for the contract includes the following steps:

- Call the order hotline / dispatch of the order mail / fax order form
- Confirmation email that your order has been received

By sending an order confirmation of the contract. The order confirmation is automatically generated and sent no such legally binding declaration whereas the contract also comes with the sending of the goods or rendering of the service concluded.

The agreement language is german and english.

### **Retention of title**

Until full payment the goods remain the property of the provider.

### **Reservations**

The Provider reserves the right, in case of non availability of the promised performance is not to provide these.

### **Prices, shipping costs, return costs**

Our prices are including VAT plus shipping.

The shipping cost is EUR 8.95 incl delivery fee at cash on delivery shipments within Germany. If payment in advance, credit card or PayPal is shipping within Germany with DHL = EUR 3.95. No shipping costs are charged within Germany for orders exceeding EUR 150.--.

For deliveries within the EU + Switzerland + UK + Iceland + Liechtenstein + Norway + Andorra + Monaco, we generally share a shipping cost of EUR 13, --.

For deliveries outside the EU, we as a shipping tariffs of Deutsche Post AG based on:

Rest of Europe: up to 4 kg: EUR 25, - • about 4-8 kg: EUR 31, - • of 8-12 kg: EUR 37, - • about 12-20 kg: EUR 49, --

North America, North Africa, Middle East: up to 4 kg: EUR 28, - • about 4-8 kg: EUR 36, - • of 8-12 kg: EUR 44, - • about 12-20 kg: EUR 60, --

All other countries: to 4 kg: EUR 34.50 • about 4-8 kg: EUR 49.50 • about 8-12 kg: EUR 64.50 • about 12-20 kg: EUR 94.50

Is there a right of withdrawal and is made of this hand, the customer shall bear the cost of returning the goods.

### **Pament**

The payment shall be made by credit card, COD (where possible), PayPal or cash advance.

### **Delivery**

The delivery of goods is carried out regularly to the delivery address specified by the customer.

The customer will be informed immediately of any delays. Does the provider have a permanent obstacle to delivery, in particular force majeure, or non-delivery by suppliers own, although in time a corresponding hedging transaction has been made, not responsible, so the provider has the right, to the extent withdraw from a contract with the customer. The customer will be informed immediately and received services, in particular payments, reimbursed.

### **LWarranty**

It is the statutory warranty.

## Revocation Notice

- **Right of Withdrawal**

You have the right to cancel this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the date on which you or a third party named by you, which is not the carrier, the goods have taken physical possession of. To exercise your right of cancellation, you must notify us

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by a clear statement (eg a consigned by post mail, fax or email) of your decision to withdraw from this contract. You can use the attached sample withdrawal form which is not mandatory, however.

You can download a sample withdrawal form on our website as a PDF file and you can send it completed via E-Mail to [info@lostexit.de](mailto:info@lostexit.de).

If you make use of this, we will forward to you immediately (eg by e-mail) a confirmation of the receipt of your withdrawal. In order to observe the revocation period it is sufficient for you to send the message about the right of withdrawal before the withdrawal deadline.

- **Effects of Withdrawal**

If you withdraw from this contract, we give you all the payments that we have received from you, including delivery costs (except the additional costs arising from the fact that you have chosen a type of delivery other than that offered by us, that was more expensive than the standard delivery), and must be repaid immediately at the latest within fourteen days from the date on which the notice is received through your cancellation of this contract with us.

For this repayment, we use the same method of payment that you used for the initial transaction, unless you explicitly agreed otherwise; in no case you will be charged fees for this repayment.

We may withhold the reimbursement until we have received the goods back or until you have demonstrated that you have returned the goods, whichever is the earlier. You have to return the goods promptly and in any event not later than fourteen days from the date on which you notify us of the cancellation of this contract to us or to pass. The deadline is met if you send back the goods before the period of fourteen days. You bear the direct cost of returning the goods.

You only need to pay for any diminished value of the goods, if the deterioration in value is due to a not necessary to ascertain the nature, characteristics and functioning of the goods dealing with them.

- **Exclusion of the Right of Withdrawal**

The right does not apply to contracts

- for the supply of goods which are not prefabricated and for their production of an individual choice or decision by the consumer is important or which are clearly tailored to the personal needs of the consumer,
- for the supply of goods that can spoil quickly or whose expiration date will pass quickly,
- for the supply of sealed goods which are unsuitable for reasons of health or hygiene to return, if the seal was removed after delivery,
- for the supply of goods, if they were mixed after delivery due to their nature inseparably with other goods,
- for the supply of alcoholic beverages, the price was agreed in the contract that can be delivered no earlier than 30 days after the conclusion of the contract, however, and the current value of fluctuations in the market depends on which the trader has no influence,
- for the supply of audio or video recordings or computer software in a sealed package, if the seal was removed after delivery,
- for the supply of newspapers, periodicals or magazines with the exception of subscription contracts.

## Privacy

### *Data Collection and Use for Contract Execution*

We collect personal data when you voluntarily provide it to us in connection with your order. Which data is collected can be seen from the respective input forms. We use the data provided by you in accordance with Art. 6 Para. 1 S. 1 lit. b DSGVO for contract processing and processing your enquiries.

After complete processing of the contract or deletion of your customer account, your data will be restricted for further processing and deleted after expiry of the storage periods under tax and commercial law, unless you have expressly consented to further use of your data or we reserve the right to use data beyond this, which is permitted by law and about which we inform you in this declaration. The deletion of your customer account is possible at any time and can be done by sending a message to the contact option described below.

### *Data Transfer for Contract Fulfilment*

In order to fulfil the contract in accordance with Art. 6 Para. 1 S. 1 lit. b GDPR, we pass on your data to the shipping company commissioned with the delivery, insofar as this is necessary for the delivery of ordered goods. In the case of payment by credit card, we pass on the payment data collected for the processing of payments to the credit institution commissioned with the payment. The data protection declaration of the respective payment service provider applies in this respect.

### *Contact Information and Your Rights*

As a person concerned, you have the following rights:

- pursuant to Art. 15 GDPR, the right to request information about your personal data processed by us to the extent specified therein;
- pursuant to Art. 16 GDPR the right to demand without delay the correction of incorrect or complete personal data stored by us;
- pursuant to Art. 17 GDPR the right to request the deletion of your personal data stored with us, unless further processing

- to exercise freedom of expression and information;
  - to fulfil a legal obligation;
  - for reasons of public interest or
  - to assert, exercise or defend legal claims
- is required;
- pursuant to Art. 18 GDPR, the right to request the restriction of the processing of your personal data, as far as
    - the accuracy of the data is denied by you;
    - the processing is unlawful, but you refuse to delete it;
    - we no longer need the data, but you do need it to assert, exercise or defend legal claims or
    - you have entered an objection against the processing pursuant to Art. 21 GDPR;
  - You have the right, pursuant to Art. 20 GDPR, to receive your personal data that you have provided to us, in a structured, current and machine-readable format or to request its transfer to another person responsible;
  - You have the right to complain to a regulatory authority pursuant to Art. 77 GDPR. As a rule, you can contact the regulatory authority at your usual place of residence or workplace or at our company location.

If you have any questions regarding the collection, processing or use of your personal data, the information, correction, blocking or deletion of data or revocation of consent given or objection to a specific use of data, please contact us directly via the following address: LOST EXIT Rita Stoltze - Bergstr. 23 - D-48249 Dülmen - Tel. +49 (0)2594 909 228 - Mail: [info@lostexit.de](mailto:info@lostexit.de).

#### *Right of Objection*

Insofar as we process personal data as described above in order to protect our legitimate interests, which predominate within the scope of a balance of interests, you can object to this processing with effect for the future. If the data is processed for direct marketing purposes, you can exercise this right at any time as described above. If the processing takes place for other purposes, you are only entitled to a right of objection if there are reasons arising from your particular situation.

After exercising your right of objection, we will not process your personal data further for these purposes, unless we can prove compelling reasons worthy of protection for the processing, which outweigh your interests, rights and freedoms, or if the processing serves to assert, exercise or defend legal claims.

This does not apply if the processing is for direct marketing purposes. Then we will not process your personal data for this purpose.

January 2023

**Sample Withdrawal Form**

(If you want to cancel the contract, please fill out this form and send it back. )

To:

**LOST EXIT – Owner Rita Stoltze**

**Bergstr. 23**

**D-48249 Dülmen**

**Fax: +49 (0)2594 840 7769**

**Email: [info@lostexit.de](mailto:info@lostexit.de)**

**Herewith I / we give notice that I / we withdraw my / our contract of the sale of the following goods / of the following services:(\*)**

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**(Name of the product, if necessary, order number and price)**

**Order Date(\*)/Delivery Date (\*)** -----

**Consumers Name** -----

**Consumers Address** -----

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**Signature ( paper written only) and Datenschutz**

**(\*) delete as applicable**