

Terms and Conditions

These terms and conditions were originally issued in the German language and the German version applies. The English translation serves to the better understanding of the customer only.

§ 1 General

1. The following terms and conditions apply for all business relations of the company Stefan W. Burkhardt, nilio.de, named contractor in the following, on the website www.nilio.de. Significant is the relevant version at the date of the conclusion of the contract. Even if acknowledged, variant, opposing or supplementary general business conditions will not become an integral part of the contract, unless their validity is expressly agreed to.
2. Consumers in the sense of the terms and conditions are natural persons that initiate a business relationship without performing a commercial or self-employed activity.
3. Businessmen in the sense of the terms and conditions are natural persons or juristic persons or incorporated partnerships that initiate a business relationship and perform commercial or self-employed activity.
4. Clients in the sense of the terms and conditions are consumers as well as businessmen.

§ 2 Contract

1. The offers of the contractor are without engagement. Technical and other changes remain reserved.
2. Your orders on the website are obligatory offers for closing a purchase contract of the by us offered products.
3. Apparently orders against the constitution of the Federal Republic of Germany or against ethical basics will not be processed.
4. The following steps on the website www.nilio.de lead to the formation of a contract:
 - Products are selected from the assortment and are added to the shopping cart using the respective product pages. In addition to the quantity it is possible to select product properties such as color or size for some products. The quantity can be changed in the shopping cart and the product can also be removed from it.
 - After entering the address and contact data and choosing a method of payment and shipping an overview of the order is displayed at the checkout. The order data can be altered until the order is placed. Before placing the order it has to be confirmed that the terms and conditions have been read and are accepted. The terms and conditions are available at the website www.nilio.de and can be displayed, printed or downloaded as file.
 - Input errors that occur during the order process will automatically be detected and indicated by corresponding error messages.
 - As soon as the order has been placed an order confirmation with an overview of the order is automatically sent to the email address that was stated in the order data.
 - The contract is only accomplished if the contractor has sent an email including the order confirmation to the client and the client did not withdraw within 24 hours.
5. The online shop is available in German and English. However, only the German versions of the content that is related to the formation of the contract apply.
6. The wording of the contract will be stored by the contractor and cannot be viewed online after the order has been placed, but the order confirmation that is sent via email contains all relevant order data.
7. All agreements must be made and transferred in writing. Verbal agreements are legally ineffective unless they have been put into writing retroactively and confirmed by both contract parties.
8. The execution of the contract is subject to variations of textile quality, color, weight, dimensions, design or similar properties from brochures, catalogs and other written or electronic documents as far as those can be reasonably imposed to the customer.

§ 3 Withdrawal

Withdrawal instruction

Right of withdrawal

You may withdraw your declaration of the contract within two weeks without giving reasons in written form (e. g.

letter, fax, email) or - if you received the goods before the expire date - by sending the thing back. The term starts with the receipt of this instruction, but not before the goods arrived at the receiver (in case of recurring deliveries of equal goods not before the first part delivery was received) and also not before our duty to supply information was fulfilled according to article 246 § 2 in conjunction with § 1 paragraph 1 and 2 EGBGB. For keeping the term it is sufficient to send off the withdrawal or the thing in time.

The right of withdrawal does not apply for goods that have been specially made by the customer's specification or that have been adapted to the customer's personal needs.

The withdrawal must be addressed to: Stefan W. Burkhardt, nilio.de, Foellerweg 39, 61352 Bad Homburg v. d. Höhe, Germany, info@nilio.de

Consequences of withdrawal

In case of an effective withdrawal both sides have to concede the refund of the received services and any capitalised use (e. g. interest) must be refunded. If you cannot concede the refund entirely or partly or only in debased condition, you have to pay compensation for the value in this respect if applicable. This does not apply if the if the debasement arised from testing - as it would have been possible in a retail shop. Besides you can omit a debasement caused by normal initial use of the thing by not using the thing as if it was your property and by avoiding everything that could affect its value.

Transportable things are sent at our risk. You must pay the costs for the reshipment if the delivered goods comply with the ordered goods and if the value of the goods does not exceed 40 Euros or if the price is higher and you did not complete the reward at the time of withdrawal or perform a part payment as contracted. Otherwise the reshipment is free of charge for you. Non transportable things will be picked up at your place. You have to fulfill the obligations for the refund of payments within 30 days. The term starts for you with the sending of your notice of withdrawal or of the thing and for us with the receiving of it.

End of withdrawal instruction

§ 4 Delivery

1. The delivery date extends for all cases of force majeure of the time the obstacle remains. Cases which apply as force majeure are mainly strike, operating troubles - especially malfunctions in the data links - so far these obstacles essentially influences demonstrably the delivery of the product. This also applies if the obstacle appears at one of the contractual partners of the contractor. The mentioned circumstances are also not represented by the contractor if they occur during an already consisting delay.
2. Please make sure that the cardboard box is undamaged. If you are in doubt about the intactness of the goods or if the cardboard box is damaged, please check the intactness of the goods (by unpacking and verifying) before you give your signature to the driver. Damages that are found after you signed, are not insured.
3. Business and traffic hold-ups, shortage of work force, energy or raw materials, effects of industrial actions, official decrees as well as any other case of force majeure, also with subcontractors, free us from the delivery commitment for the duration of the incident and the scale of its effects. These occurrences entitle us to withdraw from the contract completely or partly without the customer getting the right of compensation for damages.
4. Return charges: In case of an effective withdrawal both sides have to concede the refund of the received services and any capitalised use (e. g. interest) must be refunded. If you cannot concede the refund entirely or partly or only in debased condition, you have to pay compensation for the value in this respect if applicable. This does not apply if the if the debasement arised from testing - as it would have been possible in a retail shop. A debasement caused by normal initial use of the thing must not be refunded.
Transportable things are sent at our risk. You must pay the costs for the reshipment if the delivered goods comply with the ordered goods and if the value of the goods does not exceed 40 Euros or if the price is higher and you did not complete the reward at the time of withdrawal or perform a part payment as contracted. Otherwise the reshipment is free of charge for you. Non transportable things will be picked up at your place. You have to fulfill the obligations for the refund of payments within 30 days. The term starts for you with the sending of your notice of withdrawal or of the thing and for us with the receiving of it.

§ 5 Payment

1. The offered price is binding.
2. For buyers from states of the EU the prices stated are final. They include the occuring taxes especially the value added tax. The billing address is decisive at this.

3. For buyers from outside of the EU the prices stated are net price. The billing address is decisive at this. Should a value added tax incur according to the laws of the recipient country it must be paid additionally when the goods are received. Import duties might also incur and the buyer must pay them when receiving the goods.
4. The stated prices on the website are under the reserve, that the base order data from the offer of the client remains unchanged.
5. If a shipment of goods will be sent once again on demand of the client, out of reasons which the client has to represent himself, he has to cover all arising expenses.
6. Additional costs for e. g. package, cargo, postage, insurance and other mailing expenses are stated in the price list.
7. The client stated methods of payment applies.
8. In case of refusal of the products the client gets into a delay of payment. The customer has a debt amounting to 5% above the base lending rate to bear interest during this period of time, the businessman amounting to 8%. We reserve to verify and apply a higher default interest claim from businessmen. For the assignment of a payment reminder in written form, we charge 15.00 EUR as collection expenses. If no payment arrives within eight (8) working days after receipt, we take legal action. Provisory to the order of the client, a prepayment can be demanded for the purpose of the preparation of large, special materials or pre-work.

§ 6 Retention of Title

The contractor reserves the ownership of the product until the entire payment of the purchase price is transferred, for businessmen aside this, until the complete settlement of all claims of the current business relation.

§ 7 Warrantee

1. Complaints about obvious deficiencies must be notified by the client to us in written form within one week after receiving the product; else the assertion of the warranty claim for the businessman is excluded. A timely dispatch is enough for the adherence to the time limit. Hidden deficiencies which could not be found after an incumbent, immediate check of the product must be notified in written form within 6 months after the products left the production, as well.
2. With legitimate complains our customers have the choice if a remedy or a replacement will take place. We are authorized to refuse the chosen supplementary performance, if it is only possible with disproportional costs and the other possibility is without remarkable disadvantage for the customer. For businessmen we will choose initially a remedy or replacement for our warranty on deficiencies on the product. In any case the supplementary performance is limited to the amount of the order value. The same applies for the case of a legitimate complaint of the remedy or replacement. In case of delayed, omitted or failed remedy or replacement the client is able to resign from the contract. A commitment for the consequential harm caused by a defect is impossible.
3. Deficiencies on a part of the delivered products does not legitimate a complaint about the entire shipment, except a partial delivery is not in the interest for the client.
4. The warranty period for customers is two years starting with the delivery of the goods. The warranty period for businessmen is one year starting with the delivery of the goods. The one-year warranty period does not apply if we are guilty of gross negligence or in case of bodily injury or damage caused to someones health. Our liability in terms of the Product Liability Act will remain unaffected by this.

§ 8 Liability

Our liability conforms with the common legal regulations. For damages that arise from the harm of life, body or health which are caused by careless neglect of duty of the contractor or an intended or careless neglect of duty of one of his legal representatives or auxiliary persons the contractor is liable without restrictions according to the legal regulations. The same applies for other damages that occur because of careless neglect of duty of an plant operator or an intended or careless neglect of duty of one of his legal representatives or auxiliary persons. For other damages that incur because of a breach of essential responsibilities caused by slight negligence of the contractor or one of his legal representatives or auxiliary persons the liability of the plant operator is limited to the foreseeable damages typical for this type of contract up to a maximum of twice the value of the subject of the order. Claims for other damages in case of the breach of collateral duties with slight negligence are barred. Any further liability is barred. The contractor is not liable for other damages caused by delay that are based on slight negligence; the lawful rights of the client after the expiration of a reasonable additional respite are not affected by this. The

aforementioned disclaimers and/or limitations do not apply if the contractor maliciously conceals an insufficiency or has incurred an independent guarantee on the condition of the thing. The client's right to compensation of vain expenses instead of the claim for damages remain unaffected. The claims of the client for compensation are subject to the following arrangements impossible, if the damage was not done by intention or negligence. This also applies to slight negligent breach of duty of our assistants. The aforesaid exclusion of liability does not apply in case we have broken an essential duty negligently; however, in this case our duty of replacement is limited to the contract's standard, predictable damage. Especially, the contractor will not adhere for the lost business profits and the lost savings respectively. Obvious damages in transit must be complained to the deliverer of the delivery service at once; subsequent complaints concerning this matter will not be accepted.

§ 9 Ownership, Copyright

In all publications the author is anxious, to respect the copyright of used graphic arts, audio documents, video sequences and texts, to use by himself created graphic arts, audio documents, video sequences and texts or to use license free graphic arts, audio documents, video sequences or texts. All on the website named and as the case may be third party protected hall- and trademarks underlie unrestricted to the applying terms of the respective brand right and the ownership rights of the registered respective owner. The conclusion that the trademark is not protected by a third party should not be made, alone because of the bare mentioning! The copyright for all released, by the author self created objects remains only with the author of the sites. A duplication or usage of those graphic arts, audio documents, video sequences and texts in other electronically or printed publications without an expressly agreement is not permitted.

All messages, graphical arts and the layout of the contractor's website only serve to inform our clients. The usage occurs at own risk. All data of this offer are copyrighted; the copying and the printing of the entire website are only permitted for an order at this company. Every furthermore exceeding editing, duplicating, processing and/or public reproduction cross the usual usage and demonstrate an offence against the copyright, which will be prosecuted and compelled for compensation. The trademark from nilio.de, the company logo, the site headers and navigation bars, graphic arts and button symbols are registered trademarks from nilio.de and Stefan W. Burkhardt. All other trademarks, product names and company names and as the case may be logos used on our website, are sole proprietor to the respective owner. All rights reserved.

If the customer submits an own design or exerts influence on the product (personalization of the text), the customer assures to the contractor that the text and design are free from third party rights. Possible infringements of the copyright, personal right or naming right are fully borne by the customer in these cases. Additionally the customer assures that he does not infringe other rights of a third party by personalizing a product. On the first request the customer will exempt the contractor from all claims that are asserted because of an infringement of such third party rights. The customer refunds all occurring costs for the advocacy and other disadvantages.

§ 10 Privacy

1. According to § 4 paragraph 1 Teleservices Data Protection Act the contractor is compelled to inform you detailed, as clients about type, amount and purpose of the inquiry, process and usage of the needed personal data for the fulfillment of orders as well as about the right of objection for the usage of an anonymous user profile. Your saved data is handled confidentially. Your data will not be given out for advertisement or market research to other companies.
2. The client agrees expressly to the inquiry, process and usage of his personal data. The consent to saving and usage directed processing of his data, can be cancelled in written form or through transmitting an e-mail to info@nilio.de. In case the possibility is given to enter personal or business data (email addresses, names, addresses) within the internet presence, the entry of those data on the user's side is expressly on voluntary basis. The usage and payment of all offered services is - as far as technically possible and reasonable - permitted without the entry of those data or with entry of anonymous data or with a pseudonym. The usage of entries within the framework of the imprint or comparable entries of released contact information such as postal address, phone- and fax number as well as email addresses for transmission of not expressly requested information through a third party is not permitted. At offence against this prohibition, legal measures against the sender from so called spam mails are expressly reserved.
3. This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States . Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity

for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

§ 11 Applicable Law, Place of Performance, Jurisdiction

1. Law of the Federal Republic of Germany applies, unless the validity of the German law is excluded due to mandatory standards.
2. The "United Nations Convention on Contracts for the international sale of goods"-terms do not apply.
3. If the merchant is a juristic person of the public law or public assets the exclusive place of performance and jurisdiction for all disputes about this contract is our business location. The same applies if the customer has no common place of performance and jurisdiction in Germany or if the ordinary residence or habitual abode are not known at the moment of commencement of action.

§ 12 Severability Clause

If the single terms of the contract with the client including these terms and conditions are or will be entirely or partially inoperative, the validity of the other terms is not touched, hereby. The entire of partial inoperative regulation shall be replaced with a regulation, which is as close as possible to the economical success of the inoperative one.