



terms and conditions

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§1 scope

These terms and conditions apply to all purchases from Y A U R Gold made by private customers.

Private customers in this sense are people with their place of residence and delivery address in Europe and the Swiss Confederation, insofar as the goods they have ordered cannot be attributed to their commercial or independent professional activity.

§2 conclusions of the contract

The product presentations of the goods in the online shop do not represent a legally binding offer, but merely an invitation to order. The customer can order the goods by sending the shopping cart to the seller in the online shop or orally, by letter, or by email. With this, the customer submits his offer to conclude the purchase contract. The acceptance of the offer (and thus the conclusion of the contract) takes place either by confirmation in text form (e.g. email) in which the processing of the order or delivery of the goods is confirmed to the customer or by sending the goods. If an order is placed with a sales value of EUR 3000.00, the offer will only be accepted by the seller after separate consultation.

The processing of the order and the transmission of all information relevant to the conclusion of the contract takes place by email and is partly automated. The customer must therefore ensure that the email address given to the seller is correct, and that receipt and sending is technically ensured and, in particular, is not prevented by SPAM filters.

§3 prices and shipping costs

The prices displayed are final prices, including sales tax. The amount is shown at the time the binding order applies. Outside the EU, however, the stated net prices apply. The prices only refer to the product shown in the picture but not to the accessories and decorations. Due to price fluctuations in the raw materials as well as production costs we will update the prices periodically. All models incl. NFT (see product description) come with a digital token, which will be transferred to the customer's wallet on demand. Potentially occurring transaction costs – on which the seller has no influence – have to be paid by the customer.

In addition, there may be shipping costs, which depend on the type of shipment, the place of delivery, and the insurance premium.

If necessary, the countries to which the goods are shipped will be charged country-specific import duty or tax that the customer has to bear. Therefore, the customer is advised to check the details with the customs and tax authorities before ordering.

The regular costs of the return, which arise in the event of a return of the goods by you in exercising your right of withdrawal, are borne by the customer, provided the declared value of the delivery is over EUR 2500.00 net, or the customer is located outside of Europe and the Swiss Confederation. If you exercise your right of withdrawal, we will not reimburse you for the shipping costs.

§4 payment

Payment is made using payment in advance

- by bank transfer

The invoice is due immediately upon receipt by email and the amount must be credited to the account specified in the invoice no later than the third working day. This allows us to counteract the risk of fluctuating material prices and offer you the products at the best possible prices.

§5 default of payment

If you are in default of payment, Y A U R Gold is entitled to demand default interest of 5 percentage points above the base rate p.a. announced by the Deutsche Bundesbank for the time of the order. Furthermore, if Y A U R Gold has demonstrably incurred higher default damage, Y A U R Gold is entitled to assert this.

§6 right of retention

The customer is only authorized to exercise a right of retention if his counterclaim is based on the same contractual relationship.

§7 delivery

(1) Delivery is made to the delivery address specified by the customer within

- Europe

- Switzerland (only selected items; see items' description)

(2) If force majeure (natural disasters, war, civil war, terrorist attack) makes a delivery or any other service permanently impossible, Y A U R Gold's obligation to perform is excluded. Y A U R Gold will immediately reimburse amounts already paid.

(3) Y A U R Gold can also refuse to perform if this requires an effort that is grossly disproportionate to the customer's interest in fulfilling the purchase contract, taking into account the content of the purchase contract and the principles of good faith. Y A U R Gold will immediately reimburse amounts already paid.

(4) The processing and delivery time is approximately four to six weeks after receipt of payment. Information on delivery times is non-binding unless the seller has promised otherwise in writing and a binding manner.

§8 favorable shipping method for returns

(1) When returning the goods and accessories, please use the original packaging if possible, even if it has been damaged through an opening for a functional test.

(2) Please use the fully franked and addressed return label enclosed with the delivery of the goods or request this from us in writing. It is the easiest and cheapest shipping option. You have no obligation to use this return process. However, if you choose an unnecessarily expensive shipping method, you may be obliged to pay us higher costs than a cheaper shipping method.

§9 retention of title

The delivered goods remain the property of YAUR Gold until all claims against the customer from the purchase contract have been settled in full. As long as this retention of title exists, the customer may neither resell the goods nor dispose of them; in particular, the customer may not contractually allow third parties to use the goods.

§10 defect rights

(1) A product that is already defective upon delivery (warranty case) will be replaced by YAUR Gold at the customer's option at the expense of YAUR Gold or have it professionally repaired (supplementary performance). The customer's attention is drawn to the fact that there is no warranty case if the product was of the agreed quality when the risk passed. A warranty case does not exist in the following cases in particular:

- a) in the event of damage caused to the customer by misuse or improper use,
- b) in the event of damage caused by the customer's products being exposed to harmful external influences (in particular extreme temperatures, humidity, exceptional physical or electrical stress, voltage fluctuations, lightning strikes, static electricity, fire).

(2) If the type of supplementary performance desired by the customer (replacement delivery or repair) requires an expense that, in view of the product price, taking into account the content of the contract and the principles of good faith, is grossly disproportionate to the customer's performance interests - with the value in particular of the purchased item in a defect-free condition, the significance of the defect and the question of whether the other type of supplementary performance can be used without significant disadvantages for the customer - the customer's claim is limited to the other type of supplementary performance. The right of YAUR Gold to refuse this other type of supplementary performance under the aforementioned condition remains unaffected.

(3) Both in the case of repairs and in the case of a replacement delivery, the customer is obliged to send the product to the return address specified by YAUR Gold at the expense of YAUR Gold, stating the order number. Before submitting the item, the customer must remove any objects he has inserted from the product. YAUR Gold is not obliged to examine the product for the installation of such objects. YAUR Gold is not liable for the loss of such items unless it was immediately apparent to YAUR Gold when the product was taken back that such an item had been inserted into the product (in this case, YAUR Gold will inform the customer and keeps the item ready for the customer to collect; the customer bears the costs incurred).

(4) If the customer sends in the goods in order to receive an exchange product, the return of the defective product is based on the following stipulation: If the customer was able to use the goods in a defect-free condition between delivery and return, they have the value of the ones they took to reimburse usages. For any loss or further deterioration of the goods that was not caused by the defect, as well as for the impossibility of surrendering the goods in the period between delivery of the goods and the return of the goods, the customer must pay compensation. The customer does not have to pay compensation for the deterioration of the goods caused by the intended use of the goods. The obligation to compensate for the value does not apply to the return of a defective product in the event of a warranty claim,

- a) if the defect justifying withdrawal only became apparent during processing or redesign,
- b) if YAUR Gold is responsible for the deterioration or destruction or if YAUR Gold has incurred the damage,
- c) if the customer incurred the deterioration or destruction, although the customer has observed the care that he is used to in his own affairs

(5) The customer's liability for damages in the event of a breach of the obligation to return for which the customer is responsible is based on the statutory provisions

(6) The customer can choose to withdraw from the contract or reduce the purchase price if the repair or replacement delivery has not resulted in the product being in conformity with the contract within a reasonable period of time.

(7) YAUR Gold's statutory warranty ends two years from delivery of the goods. The deadline starts once goods are received.

§ 11 liability

(1) In the event of slight negligence, YAUR Gold is only liable in the event of a breach of essential contractual obligations and limited to the foreseeable damage. This restriction does not apply to injury to life, limb, and health. YAUR Gold is not liable for other slightly negligent damage caused by a defect in the object of purchase.

(2) Irrespective of any fault on the part of YAUR Gold, any liability on the part of YAUR Gold in the event of fraudulent concealment of the defect or from the assumption of a guarantee remains unaffected.

(3) YAUR Gold is also responsible for the impossibility of delivery occurring by chance during its delay unless the damage would have occurred even if delivery had been made on time.

(4) The personal liability of the legal representatives, vicarious agents, and employees of YAUR Gold for damage caused by them through slight negligence is excluded.

§ 12 transport damage

If the customer receives the goods with apparent damage to the packaging or the contents, he should immediately complain to the transporter and inform the seller immediately to assert any rights against the transporter. This does not affect the customer's warranty rights.

§13 applicable law

The contract concluded between you and YAUR Gold is subject exclusively to the law of the Federal Republic of Germany with the express exclusion of the UN sales law. The mandatory provisions of the state in which you have your habitual residence remain unaffected.

§14 place of jurisdiction

If, contrary to the information you provided when ordering, you do not have a place of residence in the Federal Republic of Germany or if you move your place of residence abroad after signing the contract or if your place of residence is unknown at the time the action is brought, the place of jurisdiction for all disputes arising from and in connection with the contractual relationship is Mannheim.

§15 dispute resolution

General information obligations for alternative dispute resolution according to Art. 14 para. 1 ODR-VO and § 36 VSBG (Consumer Dispute Settlement Act):

The European Commission provides a platform for online dispute resolution (OS), which you can find at this address: <http://ec.europa.eu/consumers/odr/>. However, we are neither obliged nor willing to participate in a dispute settlement procedure before a consumer arbitration board.

§16 final provisions

(1) Should individual provisions of this contract be or become wholly or partially ineffective or void, this shall not affect the effectiveness of the rest of the agreement insofar as a contractual partner is not unreasonably disadvantaged as a result.

(2) Changes or additions to this contract must be made in writing.

§17 Changes to the terms and conditions

The seller reserves the right to change these terms and conditions at any time with effect for the future and to subject the use of the online shop www.yaur-gold.com to new, additional contractual conditions provided this appears necessary and does not disadvantage the customer in bad faith. As a rule, changes to the terms and conditions are notified by email or on the seller's website.

The consent to the contract change is deemed to have been given if the customer does not object to the change in writing within six weeks after receipt of the change notification or the possibility of taking notice of the change when it is published. The seller undertakes to notify the customer of the right to object and the consequences of failing to object with the notification of change.
