

GENERAL TERMS AND CONDITIONS AND [RIGHT OF RESCISSION](#) of NEAT Cosmetics

Welcome to NEAT Cosmetics, our online store for exclusive skin care products for men. NEAT Cosmetics is an offer of GERMANBEAUTYLAB GmbH & Co. KG, Wilhelm-Blos-Strasse 33, 12623 Berlin.

1 General

1.1 The following General Terms and Conditions (GTC) shall apply to all contracts concluded by a consumer or entrepreneur (hereinafter referred to as Buyer) with GERMANBEAUTYLAB GmbH & Co. KG (hereinafter referred to as NEAT) for the goods displayed in our online store. Conflicting GTC of the Buyer are hereby contradicted, unless otherwise agreed. Buyers can download the GTC to their computer and save and / or print. The link to the download is [here](#).

1.2 Consumer is any natural person who enters into a legal transaction for purposes that are predominantly neither their commercial nor their independent professional activity can be attributed, § 13 BGB.

1.3 Entrepreneur is any natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his independent professional or commercial activity, § 14 para.1 BGB.

1.4 The GTC apply to the use of our website www.neat-cosmetics.com and all associated sub-pages.

2. Contracting party

Contractual partner of the buyer is GERMANBEAUTYLAB GmbH & Co. KG is represented by the managing and personally liable partner: Just It GmbH (Amtsgericht Berlin-Charlottenburg - HRB 201085, this in turn is represented by the managing director Robert Scharrenberg.

Phone: +49 (0) 15252 888 354

E-mail: info@allyouneat.com

3 Subject Matter of the Contract - Conclusion of the Contract - Contract Language

3.1 NEAT makes a binding offer with the presentation of the products shown as examples in the online store. The Buyer accepts the offer by clicking on the "Buy Now" button on the product page and then going through the self-explanatory order steps specified by NEAT. This means that the "Buy Now" button located under the desired product must first be clicked. This places the selected product in the digital shopping cart. The customer can then choose whether to return to the online store by clicking on the "Continue shopping" button or to the digital shopping cart by clicking on the "Go to shopping cart" button or whether to be redirected to the checkout by clicking on the "Go to checkout" button.

3.2 If the customer returns to the online store, the purchase can be continued there as described above. If the customer reaches the digital shopping cart, all products in the digital

shopping cart will be displayed. Here there is also the possibility to redeem coupons, as well as to view the subtotal and the total of the products. The digital shopping cart can also be checked again here and changed if necessary by clicking on the "Update shopping cart" button.

Afterwards, the button "Continue to checkout" has to be clicked. In the next step, the purchaser must enter the details of the billing address and, if applicable, the different delivery address as shown in the input mask. These are in particular the e-mail address, first and last name, country, street and house number, postal code and city. The customer can choose at this point whether he wants to open a customer account. If the Customer already has a customer account with NEAT, it is also possible to log in directly at this point and use the information stored in the customer account.

The customer can then view his shopping cart again in the overview and finally select one of the displayed payment methods (including credit card, PayPal, Bancontact, Alipay, etc.).

Subsequently, the customer has to confirm our terms and conditions and completes the ordering process in the last step of the ordering process by clicking on the button "order with costs", whereby the contract is concluded. 3.3.

3.3 If the customer clicks the button "Checkout" in the context of the selection under 3.1, the customer is taken directly to the checkout and goes through the ordering process described under 3.2.

3.4 The Buyer can correct his entries in the corresponding input fields at any time during the entire ordering process at each of the aforementioned steps using the usual keyboard and mouse functions (arrow keys forward and back).

3.5 The text of the contract shall be stored by NEAT and sent to the Buyer after conclusion of the contract together with the General Terms and Conditions, the instructions on revocation and the revocation form in text form by e-mail.

3.6 The quality of the ordered products results from the respective product descriptions in the online store. Images on our website may only inaccurately reflect the products; colors in particular may differ for technical reasons. Pictures serve only as illustrative material and may differ from the product. Technical data, weight, dimension and performance descriptions are given as precisely as possible, but may show the usual deviations. The characteristics described herein do not constitute defects of the products delivered by the Seller.

3.7 Contractual languages are German and English.

3.8 The processing of the order takes place automatically by e-mail. The Buyer shall ensure that the e-mail address provided by it for order processing is correct so that the e-mails sent by NEAT can be received. In particular, the Buyer shall ensure that, when using SPAM filters, all e-mails sent by NEAT or by third parties commissioned by NEAT with the order processing can be delivered.

3.9 In addition to the one-time purchase, the Buyer may also opt for a regular delivery in the context of the order process in the case of the refill offer. If the Buyer chooses regular delivery of the Refill Offer, he/she shall first select the time interval for delivery on the offer page within the ordering process before proceeding to the information according to the aforementioned points. The shortest time interval for regular delivery is 1 month and the longest time interval is 2 months. The regular delivery can be paused at any time without notice under 'My Profile' in the Customer Account by clicking on the 'Pause' button and can be paused or terminated by informal notification to NEAT by e-mail to info@allyouneat.com. The Buyer will be reminded at the email address on file with NEAT before each subsequent shipment of a refill, giving the Buyer enough time to change anything about the delivery date or address or to pause the shipments. Payment(s) for refills will be made through the same payment method as the initial order, unless otherwise agreed. Payment is due immediately upon delivery of the refill.

4. CANCELLATION POLICY

4.1 The right of withdrawal applies only to buyers who are consumers (i.e. a natural person who concludes the order for purposes which can predominantly be attributed neither to his commercial nor to his independent professional activity).

4.2 The Buyer is entitled to revoke the declaration to purchase the goods within 14 days by means of a clear declaration (e.g. a letter or e-mail sent by post) or, if the goods are handed over to him before the expiry of the deadline, also by returning the goods, without stating any reasons.

You can use the [attached sample withdrawal form](#) for this purpose, but it is not mandatory.

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

To GERMANBEAUTYLAB GmbH & Co. KG, Wilhelm-Blos-Strasse 33, D-12623 Berlin,
EMail: shop@neat-cosmetics.com:

- I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)
- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in case of paper communication)
- Date

(*) Delete where not applicable.

The withdrawal period is fourteen days from the day on which the buyer or a third party named by him, who is not the carrier, has or has taken possession of the goods.

The revocation period shall be deemed to have been observed if the clear declaration of revocation or the goods are sent before the end of the revocation period to:

GERMANBEAUTYLAB GmbH & Co. KG | Wilhelm-Blos-Str. 33 | 12623 Berlin

E-mail: joy@germanbeautylab.com

German cell phone number: +49 (0)152 52 888 354

Consequences of revocation

4.3 The services received by both parties, in particular the goods received by the Buyer and the payments made by the Buyer to the Seller (with the exception of the additional costs resulting from the fact that the Buyer has chosen a type of delivery other than the standard delivery offered by the Seller), must be returned immediately in the event of an effective revocation and at the latest within fourteen days from the day on which the notification of the revocation of the contract was received by the Seller. Any benefits derived, such as interest, shall be surrendered. The buyer is obliged to pay compensation for any deterioration caused by the intended use of the delivered goods. This does not apply if the deterioration is exclusively due to the examination of the properties and functioning of the delivered item. Testing of the properties and functionality means the testing of the item, as is customary in retail stores.

4.4 When exercising the effective right of withdrawal, the Buyer is obliged to return the delivered item to the above address within 14 days of being informed of the withdrawal. The deadline is met if the Buyer sends the goods before the deadline expires. The seller may refuse repayment until he has received the goods back or until the buyer has provided proof that he has returned the goods, whichever is earlier.

The Buyer shall bear the regular, direct costs of the return shipment, provided that the delivered goods correspond to the ordered goods.

4.5 The right of withdrawal does not apply to the following contracts:

Contracts for the delivery of sealed goods that are not suitable for return for reasons of health protection or hygiene, if their seal has been removed after delivery.

5 Prices and Terms of Payment

5.1 The prices stated by NEAT are Euro amounts and are to be understood as final prices including the respectively applicable statutory value added tax. Any additional delivery and shipping costs that may be incurred shall be shown separately in the respective product description as well as in the shopping cart and at the checkout before conclusion of the contract.

5.2 In the case of deliveries to countries outside the European Union, further costs may be incurred in individual cases for which NEAT is not responsible and which shall be borne by the Buyer. These include, for example, costs for the transfer of money by credit institutions (e.g. transfer fees, exchange rate fees) or import duties or taxes (e.g. customs duties).

5.3 The Buyer may choose from various payment options, each of which is indicated in the NEAT offer.

5.4 Depending on the choice of the payment method by the Customer, the Customer will be taken directly to the respective provider (e.g. PayPal) after conclusion of the contract and can initiate the payment there.

5.5 NEAT accepts various credit cards, e.g. Visa, American Express or Mastercard. NEAT will debit the invoice amount from the Buyer's credit card directly after receipt of the order.

6. Delivery and shipping conditions, retention of title

6.1 The delivery of goods shall be made by shipping to the delivery address indicated by the Buyer, unless otherwise agreed. The delivery address specified in the order processing at NEAT shall be decisive for the processing of the order, unless otherwise notified.

6.2 The delivery period within Germany is 14 working days. The delivery period shall start on the day after the conclusion of the contract and end with the expiry of the last day of the period. If the last day of the period falls on a Saturday, Sunday or a public holiday recognized by the state at the place of delivery, the next working day shall take the place of such a day. If several items have been ordered within the scope of one order, for which different delivery times apply, NEAT shall ship the goods in several partial shipments, depending on availability, for which the delivery times indicated for the respective item apply. Additional shipping costs do not apply.

6.3 If the dispatched goods are returned to NEAT by a transport company because delivery to the Buyer was not possible, the Buyer shall bear the costs for the unsuccessful dispatch. This shall not apply if the Buyer is not responsible for the circumstance which led to the impossibility of delivery or if the Buyer was temporarily prevented from accepting the service offered, unless NEAT had given the Buyer reasonable advance notice of the service.

6.4 Self-collection is not possible at the Seller's registered office.

6.5 The goods shall remain the property of NEAT until full payment of the purchase price.

6.6 If the Buyer is an entrepreneur, the following shall apply in addition:

NEAT shall retain title to the goods until all claims arising from the current business relationship have been settled in full. Before transfer of ownership of the goods subject to retention of title, pledging or transfer of ownership by way of security is not permitted. The entrepreneur-buyer may resell the goods in the ordinary course of business. In this case, the Entrepreneur-Purchaser already now assigns to NEAT all claims in the amount of the invoice amount, which accrue to it from the resale. NEAT accepts the assignment. However, the Entrepreneur-Purchaser is authorized to collect the claims. Insofar as the Entrepreneur-Buyer does not duly meet his payment obligations, NEAT reserves the right to collect claims itself. In the event of combination and mixing of the Reserved Goods, NEAT shall acquire co-ownership of the new item in the ratio of the invoice value of the Reserved Goods to the other processed items at the time of processing. NEAT is obligated to release the securities to which it is entitled upon request to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%. The selection of the securities to be released shall be incumbent on NEAT.

7. Transport Damages

7.1 If goods are delivered with obvious transport damage, the Buyer shall immediately complain about such damage to the deliverer and contact NEAT as soon as possible.

7.2 Failure to make a complaint or to contact NEAT shall have no consequences for the statutory warranty rights (see item 8). It only helps NEAT to be able to assert its own claims against the carrier or the transport insurance.

8 Warranty and Liability

8.1 The statutory warranty provisions and claims shall apply.

8.2 The color representation of the articles on the website may vary slightly depending on the Internet browser used and the monitor settings of the Buyer; these deviations are technically never completely avoidable and do not constitute a defect.

8.3 In the case of purchases by entrepreneurs within the meaning of § 14 BGB, the statutory provisions apply with the following modifications:

- Only our own specifications and the manufacturer's product description are binding for the quality of the goods. Public promotions and statements and other advertising by the manufacturer are not part of the quality of the goods owed by us.
- The goods are to be inspected immediately. Obvious defects must be reported to us within 7 days of receipt of the goods. Timely dispatch shall be sufficient to meet the deadline. This shall also apply to hidden defects discovered at a later date. In the event of a breach of the duty to inspect and notify defects, the assertion of warranty claims shall be excluded.
- In the event of defects, we shall, at our discretion, either remedy the defect or provide a replacement delivery (subsequent performance). If the subsequent performance fails twice, you may, at your option, demand a reduction in price or withdraw from the contract.
- The warranty period shall be one year from delivery of the goods.

8.6 A warranty shall only exist for the goods delivered by NEAT if this was expressly stated in the order confirmation for the respective item.

8.7 Complaints and claims can be made by the Buyer at the address and/or e-mail address given in the imprint. The link to the imprint is [here](#).

8.8 NEAT's liability for damages is excluded. This shall not apply to claims for damages of the User arising from injury to life, body, health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by NEAT or an intentional or negligent breach of duty by a legal representative or vicarious agent of NEAT. Material contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract. NEAT is not responsible for achieving a certain economic success.

In the event of a breach of essential contractual obligations, NEAT shall only be liable for the foreseeable damage typical for the contract if such damage was caused by simple negligence, unless it is a matter of claims for damages by the User arising from injury to life, body or health.

9. Applicable law

9.1 All legal relations between the parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the laws on the international sale of movable goods. In the case of consumers, this choice of law shall only apply to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the country in which the consumer has his habitual residence.

9.2 If the Buyer acts as a merchant, legal entity under public law or special fund under public law with its registered office in the territory of the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of NEAT. If the Buyer has its registered office outside the territory of the Federal Republic of Germany, the registered office of NEAT shall be the exclusive place of jurisdiction for all disputes arising from this contract if the contract or claims arising from the contract can be attributed to the professional or commercial activity of the Buyer. NEAT shall, however, be entitled in the above cases in any case to invoke the court at the registered office of the Purchaser.

10 OS Platform and Dispute Resolution

10.1 Alternative Dispute Resolution pursuant to Art. 14 para. 1 ODR Regulation

For the out-of-court settlement of consumer disputes, the European Commission has set up an online platform that can be reached at <https://ec.europa.eu/consumers/odr>.

In this context, we are required by law to refer to our e-mail address. This is: info@allyouneat.com.

10.2 Consumer dispute resolution pursuant to Section 36 VSBG: We are not obligated or willing to participate in a dispute resolution procedure before a consumer arbitration board.

After a dispute has arisen between NEAT and a consumer that could not be resolved through negotiations with the consumer, consumers can generally contact the General Consumer Arbitration Board of the Zentrum für Schlichtung e. V. responsible for general consumer problems.

Contact: General Consumer Arbitration Board
of the Center for Conciliation e.V.

Strassburger Street 8

77694 Kehl on the Rhine

mail@verbraucher-schlichter.de

Phone: (+49) 07851 / 795 79 40

Fax: (+49) 07851 / 795 79 41

11. Data protection

The privacy policy applies to the use of NEAT, which can be accessed at the following link: [here](#).

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