

Terms and Conditions and Customer Information

I. General Terms and Conditions

§ 1 Basic provisions

(1) The following terms and conditions apply to contracts that you conclude with me as the provider (Heiko Loutchan) via the websites www.loupolus.com and "PIMP MY PIPE". Unless otherwise agreed, is contradicted by your own used conditions.

(2) A consumer within the meaning of the following regulations is any natural person who concludes a legal transaction for purposes that can be attributed predominantly neither to their commercial nor their independent professional activity. An entrepreneur is any natural or legal person or a legal partnership that, when entering into a legal transaction, acts in the exercise of its independent professional or commercial activity.

§ 2 Conclusion of the contract

(1) The subject of the contract is the sale of custom made tobacco pipes.

(2) Already with the provided creator for the compilation of an article on my website "PIMP MY PIPE" I make you a binding offer to conclude a contract for the conditions specified in the item description.

(3) The contract is concluded via the online create as follows:
The goods intended for sale are filed in the "Add to cart". With the corresponding "view cart" button, you can call up the cart and delete an article there at any time.

The "Buy Your Pipe" button takes you to the order summary page.
Before submitting the order, you have the opportunity to review all information here again, to change (also via the function "back" of the Internet browser) or cancel the purchase.

They can only be forwarded for payment if you accept "Terms and Conditions", "Data protection explanation" and "forwarding of your email address to the shipping company".

By submitting the order via the button "BUY NOW" you declare legally binding the acceptance of the offer, whereby the contract comes about.

Now you can choose from all the payment options that I offer via PayPal.
After selection you will be redirected to the website of the provider of the instant payment system.
There, please make the appropriate selection or input of your data.
I need the complete and correct address with telephone number and email address.
After receipt of payment, I begin with the production of the article.

(4) Your requests to make an offer outside the creator are not binding for you. I will make you a binding offer in writing (for example by e-mail), which you can accept within 5 days.

(5) The processing of the order and the transmission of all information required in connection with the conclusion of the contract is partly automated by e-mail. You therefore have to ensure that the e-mail address you provide us with is correct, that the receipt of the e-mails is technically ensured and, in particular, not prevented by SPAM filters.

§ 3 Right of retention, retention of title

(1) You can only exercise a right of retention if it concerns claims from the same contractual relationship.

(2) The goods remain my property until full payment of the purchase price.

(3) If you are an entrepreneur, the following additions apply:

a) I reserve the ownership of the goods until complete settlement of all claims arising from the current business relationship. Before the transfer of ownership of the reserved goods, a pledge or security transfer is not permitted.

b) You can resell the goods in the ordinary course of business. In this case, you already assign to me all claims in the amount of the invoice amount, which accrue to you from the resale, I accept the assignment. They are further authorized to collect the claim. Insofar as you do not duly fulfill your payment obligations, I reserve the right to collect the claim myself.

c) When connecting and mixing the reserved goods, I acquire co-ownership of the new item in proportion of the invoice value of the reserved goods to the other processed items at the time of processing.

d) I undertake to release the securities to which I am entitled at your request to the extent that the realizable value of our securities exceeds the claim to be secured by more than 10%. The selection of the securities to be released is up to me.

§ 4 Warranty

(1) The statutory warranty rights exist.

(2) As a consumer, you are requested to check the item immediately upon delivery for completeness, obvious defects and damage in transit and to notify me and the freight forwarder as soon as possible. If you do not comply with this, this does not affect your statutory warranty claims.

(3) Insofar as you are an entrepreneur, contrary to the above warranty regulations:

a) As a condition of the thing are only our own information and the product description of the manufacturer as agreed, but not other advertising, public charges and statements of the manufacturer.

b) In case of defects, I provide warranty by repair or replacement at my discretion. If the defect elimination fails, you can request a reduction or withdraw from the contract. The elimination of defects shall be deemed to have failed after a second unsuccessful attempt, unless the nature of the item or the defect or the other circumstances indicate otherwise. In the case of repair, I do not have to bear the increased costs incurred by the shipment of the goods to a place other than the place of performance, provided that the shipment does not correspond to the intended use of the goods.

c) The warranty period is one year from the delivery of the goods. The reduction in time does not apply:

- culpably caused damages for injury to life, limb or health and for intentional or grossly negligent other damages;

- as far as I have fraudulently concealed the defect or have taken over a guarantee for the condition of the thing;

- in the case of items that have been used for a structure in accordance with their normal use and have caused its defectiveness;

- in the case of legal recourse claims that you have against me in connection with warranty rights.

§ 5 Choice of law, place of performance, place of jurisdiction

(1) German law applies. For consumers, this choice of law applies only to the extent that this does not remove the protection afforded by mandatory provisions of the law of the state of the consumer's habitual residence (favorable principle).

(2) The place of fulfillment for all services arising from our existing business relationships as well as place of jurisdiction is our registered office, as far as you are not a consumer but a merchant, a legal entity under public law or a special fund under public law. The same applies if you do not have a general place of jurisdiction in Germany or the EU or the place of residence or habitual residence is not known at the time the complaint is filed. The right to call the court at another statutory place of jurisdiction remains unaffected.

(3) The provisions of the UN Sales Convention explicitly do not apply.

II. Customer information

1. Identity of the seller

Heiko Loutchan
Am Markt 2
98547 Schwarza
Germany
Telephone: 0049 1713862178
E-Mail: info@loupolus.com

Alternative dispute resolution:

The European Commission provides a platform for out-of-court online dispute resolution (OS platform), available at <https://ec.europa.eu/odr> (<https://ec.europa.eu/odr>).
I am neither committed nor willing to participate in the dispute resolution process.

2. Information about the conclusion of the contract

The technical steps to conclude the contract, the conclusion of the contract itself and the correction options are made in accordance with the regulations "Conclusion of the contract" of my General Terms and Conditions (Part I.).

3. Contract language, contract text storage

3.1. Contract language is English.

3.2. The full text of the contract will not be saved by me. Before submitting the order via the online shopping cart system, the contract data can be printed out or saved electronically using the browser's print function. After receipt of the order with me the order data, the information required by law for distance contracts and the General Terms and Conditions will be sent to you by e-mail again.

3.3. In the case of requests for quotations outside of the online shopping cart system, you will receive all contract data in the form of a binding offer in text form, e.g. by e-mail, which you can print or electronically secure.

4. Essential features of the product or service

The essential characteristics of the product and / or service can be found in the respective offer.

5. Prices and Payment Methods

5.1. The prices listed in the respective offers as well as the shipping costs represent total prices. They include all price components including all applicable taxes in Germany. Customs duties and taxes in your own country are to be paid by yourself.

5.2.1. The resulting shipping costs are included in the purchase price on the page "Pimp your Pipe". They can be called up via an appropriately designated button on our website or in the respective offer, will be shown separately during the ordering process with 0, - €.

5.2.2. For offers according to §2 (4) the shipping costs can be calculated individually and shown separately.

5.3. Any costs incurred in transferring funds (bank transfer or exchange rate charges) must be borne by you in cases where the payment was made outside the European Union.

5.4. The payment methods available to you are shown under a corresponding button on our website or in the respective offer.

5.5. Unless otherwise stated in the individual payment methods, the payment entitlements under the contract are immediately due for payment.

6. Terms of delivery

6.1. The terms of delivery, the delivery date and any existing delivery restrictions can be found under a corresponding button on my website or in the respective offer.

6.2. Insofar as you are a consumer, it is regulated by law that the risk of accidental loss and accidental deterioration of the goods sold during shipment will only be transferred to you upon transfer of the goods, regardless of whether the shipment is insured or uninsured. This does not apply if you have independently commissioned a carrier not designated by the entrepreneur or any other person designated to carry out the shipment.

Are you an entrepreneur, the delivery and shipment takes place at your risk.

7. Legal Liability Right

The liability for defects is governed by the "Warranty" regulation in our General Terms and Conditions (Part I).

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