

TERMS AND CONDITIONS OF

<https://arterrashop.com>

Welcome to Arterra Shop!

§ 1 Scope and Provider

1. These General Terms and Conditions (hereinafter referred to as "GTC") govern the sale of products and services by Arterra (hereinafter referred to as the "Provider") to you, in the version valid at the time of your order.
2. Deviating terms and conditions provided by the customer are rejected.
3. Please read these terms carefully before placing an order with Arterra. By placing an order, you agree to the application of these GTC to your order.
4. Arterra Shop offers the sale of the following products:
Wellness, skincare, gemstones, stationery, food items, massage oils, essential oils, dietary supplements.
5. Arterra Shop also offers the following services:
Online courses and further education.

§ 2 Conclusion of Contract

1. Contracts on this platform can only be concluded in German.
2. The offers are directed exclusively at end customers with billing and shipping addresses in: **worldwide**.
For certain bulky goods, delivery addresses or delivery locations may be limited; such restrictions are shown in the respective product listing.
3. The purchaser must be at least 18 years old.
4. The presentation of products in the online shop does not constitute a legally binding offer. Rather, it is an invitation to the customer to submit an offer.
5. Your order constitutes an offer to Arterra Shop to enter into a purchase contract. You submit a binding offer by completing the online order process and clicking the "Order with obligation to pay" button in the final step.
6. The purchase contract between the provider and the customer is only concluded upon the provider's declaration of acceptance. This occurs at the earlier of either the dispatch of the goods or the sending of a shipping confirmation by email. Please note that the confirmation of receipt of your order does not constitute acceptance of your offer.
7. The effectiveness of contracts involving quantities exceeding typical household amounts or for the commercial resale of the purchased goods requires the provider's express confirmation. This applies to both the quantity of products ordered in a single order and to multiple orders of the same product where each order covers a typical household quantity.

8. Your orders will be stored with us after the contract is concluded. If you lose your order documents, please contact us by email or phone. We will send you a copy of the order data.
9. Access to the use of the Arterra Shop service requires registration.
10. By registering, the customer agrees to these GTC. Upon registration, a contractual relationship between Arterra Shop and the registered customer is established, governed by these terms.
11. The presentation of services on the website does not constitute a legally binding offer. Rather, it is an invitation to the customer to submit an offer.
12. By ordering a paid service, the registered customer enters into a separate contractual relationship with Arterra Shop, distinct from the registration. Before entering into this contract, the customer will be informed of the respective paid service and the applicable payment terms. The contractual relationship is established when the customer confirms the order and payment obligation by clicking the “Order with obligation to pay” button.
13. You agree to receive invoices electronically. Electronic invoices will be made available to you via email or in your customer account on the website. For each delivery or service, we will inform you whether an electronic invoice is available. Further information about electronic invoices is available on our website.

§ 3 Description of Services

The services offered by Arterra Shop include the following:

Upon purchase, the user receives the option to create a customer portal in which they can track their orders and manage downloads.

§ 4 Prices and Shipping Costs

1. Our prices include the applicable statutory VAT and are quoted including flat-rate shipping charges and any applicable shipping surcharges. These surcharges vary depending on the shipping method and the nature of the items.
2. Despite our best efforts, a small number of products in our catalog may be incorrectly priced. We verify prices during order processing and before charging your payment method.
 - If a product is incorrectly priced and the correct price is higher, we will contact you before dispatch to ask whether you wish to proceed with the order at the correct price or cancel it.
 - If the correct price is lower, we will charge the lower amount and dispatch the product.
3. The prices applicable at the time of the order shall apply. If list prices are provided, the list prices valid at the time of the order shall apply.
4. Registration is required to use Arterra Shop.

5. If the user wishes to use a paid service, they will be informed in advance of any associated costs. In particular, the additional scope of services, the costs incurred, and the payment method will be displayed clearly.
6. The provider reserves the right to charge different pricing models and offer different service scopes for different booking times, user groups, or usage periods.

§5 Delivery and Cancellation

1. Unless otherwise agreed, delivery will be made to the shipping address provided by the customer. Product availability is indicated on the website (e.g., on the respective product detail pages). Please note that all information regarding availability, shipping, or delivery of a product is only approximate and non-binding, unless explicitly stated as a guaranteed delivery date in the shipping options for the specific product.
2. If, during the processing of your order, Arterra Shop finds that ordered products are unavailable, you will be informed separately by email or a message in your customer account. Your legal rights remain unaffected.
3. If delivery to the customer is not possible because the goods do not fit through the customer's entrance, front door, or staircase, or if the customer cannot be found at the delivery address despite being notified in advance with reasonable notice, the customer shall bear the costs of the unsuccessful delivery.
4. Delivery depends on the customer's payment method. For advance payment, delivery occurs after the payment order is issued to the bank. For payments via PayPal, credit card, gift card, direct debit, instant transfer, or invoice, delivery occurs after the contract is concluded.
5. If your order is shipped in more than one package, you may receive a separate shipping confirmation for each package. In such cases, a separate purchase contract is concluded for each shipping confirmation. The contracting party is Arterra. Regardless of your right of withdrawal, you may cancel your order for a product at no cost at any time before the respective shipping confirmation is sent.
6. This right of cancellation does not apply to certain product categories and services, including digital content or software not delivered on a physical medium (e.g., CD or DVD), if the download or usage has already begun (whichever occurs first).

§6 Customs

1. If you order products for delivery outside the European Union, you may be subject to import duties and taxes once the shipment reaches your destination country. Any additional customs clearance fees must be borne by you; we have no control over these charges. Customs policies vary widely, so you should contact your local customs office for further information.
2. Additionally, please note that when ordering from Arterra Shop, you are considered the importer and must comply with all laws and regulations of the country where the goods are

received. We value your privacy, but cross-border deliveries may be subject to inspection by customs authorities. For more information, please see our customs information.

§7 Payment Terms

1. Fees are to be paid in advance, without deductions, when due to Arterra Shop.
2. By registering, providing payment information, and using paid services, the user authorizes Arterra to collect the corresponding amount.
3. Paid services (subscriptions) will renew automatically for the booked period unless canceled via phone, email, or letter.
4. The subscription fee is charged on the booking date.
5. Available payment methods:
 - PayPal
 - Credit Card
 - Gift Card
 - Direct Debit: If a chargeback occurs due to the customer's fault, Arterra charges a flat fee of €4. Customers may prove that the actual damage is less or nonexistent.
 - Instant Transfer (Sofortüberweisung)
 - Invoice: Only available for customers over 18 residing in Germany or Austria, with matching delivery, billing, and home addresses. Not available for online services (e.g., downloadable software) or gift cards. Payment is due upon receipt of the invoice. A €15 fee including VAT is charged per delivery. Late payment incurs a flat fee of €4. Arterra may exclude certain payment options in individual cases.
6. Some payment methods may be excluded by the provider in individual cases.
7. Payment by sending cash or checks is not permitted.
8. If the customer selects an online payment method, they authorize Arterra to collect the amount at the time of the order.
9. For advance payment, the customer must transfer the amount within five calendar days of ordering. The goods will be reserved for five days.
10. For credit card payments, the customer authorizes Arterra to collect the amount.
11. For direct debit, the customer provides a SEPA direct debit mandate. Costs from failed transactions due to insufficient funds or incorrect information must be borne by the customer.
12. If prepayment is offered and selected, the amount must be paid within 14 days of shipping, with no discount applied.

13. If the customer delays payment, Arterra reserves the right to claim compensation for the delay.

§8 Registration and Termination

1. The customer confirms that neither they nor anyone in their household has a criminal record for serious offenses endangering others, especially crimes related to sexual self-determination, life, bodily harm, personal freedom, theft, robbery, extortion, or drug offenses.
2. Users may cancel their registration at any time via post, email, or phone without stating a reason. They can also deactivate their account in their profile settings. This terminates the contractual relationship.
3. If a user has subscribed to a paid service, they must cancel at least 14 days before the next billing period. Otherwise, the subscription renews for the selected period, and cancellation becomes effective at the end of the renewed period. Cancellation can be done by phone, email, or letter and must include the full name, registered email, and address. Phone cancellations require the personal phone password.
4. Arterra Shop may terminate the contract at any time, with or without notice or reason. Arterra may also remove user profiles or content without obligation to inform the user of the reason.
5. After termination, Arterra may inform other users who may have been in contact with the terminated user. This does not imply any judgment by Arterra about the user's character or lifestyle.
6. Users must not provide false or fraudulent information. Such behavior may result in civil action and immediate termination of the contract.
7. If a user's access is blocked due to a breach of contract, they must pay damages for the remaining term, minus 10% for saved costs. Both parties may present evidence that the actual damages or savings are different.
8. Upon termination, all user data will be deleted.

§9 Limitation of Liability (Services)

1. Arterra Shop is not responsible for the content or accuracy of user-submitted registration or profile data.
2. Contracts for services are solely between the users involved. Arterra Shop is not liable for services provided or payments due. All matters must be resolved between the involved parties. Arterra disclaims all liability for claims or damages of any kind related to these interactions.
3. Arterra is liable for injury to life, body, or health only in cases of intentional or negligent breach of duty by Arterra or its agents.

4. For other damages, Arterra is only liable in cases of intent or gross negligence, or breach of essential contractual duties (cardinal duties).
5. Compensation is limited to foreseeable, typical damages. In the case of delivery delays, compensation is limited to 5% of the order value.
6. Claims for injury to life, body, health, or freedom expire after 30 years; all other claims expire after one year, starting at the end of the year in which the claim arose and the claimant became aware (or should have become aware without gross negligence) of the circumstances and the liable party (§199 BGB).
7. Arterra reserves the right to review and, if necessary, delete user-submitted texts or uploaded files that violate laws or regulations.

§ 10 Set-off and Right of Retention

- (1) The buyer has the right to set-off only if the counterclaim of the buyer has been legally established or is not disputed by the provider.
- (2) The buyer may exercise a right of retention only insofar as their counterclaim is based on the same contractual relationship.

§ 11 Retention of Title

Arterra retains ownership of the goods until full payment has been made.

§ 12 Transport Damage

- (1) If the buyer receives goods with obvious transport damage, the provider requests the buyer to report this as soon as possible.
- (2) If the buyer fails to report, this does not affect the statutory warranty rights. The complaint serves to allow the provider to assert claims against the carrier.

§ 13 Warranty Rights

- (1) If the buyer is a consumer, the warranty and liability for defects of the delivered goods are governed by statutory regulations. Accordingly, buyers in the European Union have, in addition to a 30-day return guarantee, warranty rights for a period of two years from delivery and may demand repair or replacement of products purchased from Arterra Shop if they prove defective or not as described. If the goods cannot be repaired or replaced within a reasonable time or without significant difficulties, the buyer may request a refund or reduction of the purchase price.
- (2) In the case of used goods, the warranty period may be shorter than two years.
- (3) If the buyer is not a consumer, defects will be remedied by replacement delivery or re-performance.
- (4) For non-consumers, the limitation period is one year, except for claims for damages related to injury to life, body, health, or for intent or gross negligence.

§ 14 Limitation of Liability (Products)

- (1) The provider is liable for claims for damages arising from injury to life, body, health, or from breach of essential contractual obligations, as well as for other damages based on intentional or grossly negligent breach of duty or by legal representatives or vicarious agents.
- (2) Essential contractual obligations are duties whose fulfillment is necessary to achieve the contract's purpose.
- (3) The provider is liable for breaches of essential contractual obligations only for typically foreseeable damages caused by simple negligence, except for claims arising from injury to life, body, or health.
- (4) The provisions of the Product Liability Act remain unaffected.
- (5) To the extent liability of Arterra Shop is excluded or limited, this also applies to the personal liability of employees, representatives, and vicarious agents.

§ 15 Right of Withdrawal Instruction

- (1) If the buyer is a consumer, they have a right of withdrawal according to the following provisions:

- (2) Right of Withdrawal

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

The withdrawal period is fourteen days from the day you or a third party named by you, who is not the carrier, take possession of the goods (or the last item in case of multiple goods or partial deliveries) or from the day of contract conclusion in the case of digital content not supplied on a physical data carrier (e.g., CDs or DVDs).

The withdrawal period for services is fourteen days from the day of contract conclusion.

To exercise your right of withdrawal, you must inform us:

Arterra Shop
Rua da Igreja 28 2.E
6215-378 Paúl
Castelo Branco
Portugal

by an unequivocal statement (e.g., letter sent by post, fax, or email) of your decision to withdraw. You may use the withdrawal form on our website or any other clear statement. If you use this option, we will promptly send you confirmation of receipt (e.g., by email).

Sending the withdrawal notification before the deadline is sufficient to meet the withdrawal period, provided you return the goods within the defined time using our online returns center. For further information about the scope, content, and exercise of withdrawal, please contact customer service.

- (3) Consequences of Withdrawal

If you withdraw, we will refund all payments received from you, including delivery costs (except for additional costs from choosing a delivery method other than the cheapest standard delivery), without delay and within 14 days after receiving your withdrawal notice. We will use the same payment method unless otherwise agreed. No fees will be charged for this refund.

If you requested the services to begin during the withdrawal period, you must pay a reasonable amount corresponding to the portion of services already provided compared to the full contract. We may withhold the refund until we have received the returned goods or proof of their return, whichever is earlier.

You must return or hand over the goods within 14 days after notifying us of the withdrawal. The deadline is met if you send the goods before the 14-day period expires. You bear the direct costs

of returning the goods.

(4) Exceptions to the Right of Withdrawal

You must compensate for any loss in value of the goods only if caused by handling beyond what is necessary to inspect the goods.

The right of withdrawal does not apply to or expires for contracts involving:

- Goods that are not suitable for return due to health protection or hygiene reasons if their seal has been removed after delivery, or goods mixed inseparably with other goods due to their nature.
- Delivery of audio/video recordings or software in sealed packaging if the seal is broken after delivery.
- Goods made to customer specifications or clearly personalized.
- Goods that spoil quickly or have a short expiry date.
- Services fully performed with your prior explicit consent to begin before the end of the withdrawal period, causing loss of withdrawal rights upon completion.
- Delivery of newspapers, magazines, except subscription contracts.
- Delivery of alcoholic beverages priced at contract conclusion but delivered after 30 days, subject to market price fluctuations outside the seller's control.

§ 16 Exclusion of Withdrawal Right

(1) The right of withdrawal does not exist for contracts:

- For goods not prefabricated and whose production requires individual choice or decision by the consumer or goods clearly tailored to personal needs.
- For goods that spoil quickly or have short expiry dates.

(2) The right of withdrawal expires early for contracts:

- For sealed goods not suitable for return due to health or hygiene reasons if the seal is removed after delivery.
- For goods inseparably mixed with other goods due to their nature after delivery.
- For audio/video recordings or software in sealed packaging if the seal is removed after delivery.

(2) **Non-returnable natural products**

Please note that certain natural products are excluded from the right of withdrawal for reasons of health protection and hygiene. These include, but are not limited to:

- Amanita muscaria
- Blue Lotus
- Ceremonial Cacao

- Yoni Steam Herbs

Returns of these items after delivery are not possible, in accordance with Article 16(e) of the EU Consumer Rights Directive 2011/83/EU. Please choose carefully.

§ 17 Data Protection

- (1) If personal data (e.g., name, address, email) is collected, we commit to obtaining your prior consent. We commit not to share data with third parties unless you have consented.
- (2) We point out that data transmission over the internet (e.g., email) may have security vulnerabilities, and perfect protection cannot be guaranteed. Liability is excluded for this.
- (3) Third parties are not authorized to use contact data for commercial purposes unless the provider has given written consent.
- (4) You have the right at any time to receive free, complete information about your stored data from Arterra Shop.
- (5) You also have the right to correct, delete data, or restrict processing.
- (6) Further information on data protection can be found in the separate privacy policy.

§ 18 Cookies

- (1) To display product offerings, we may use cookies, small text files stored locally on your browser.
- (2) Many websites and servers use cookies, which often contain a unique cookie ID to identify your browser. This enables websites to distinguish your browser from others.
- (3) Cookies help provide user-friendly services that wouldn't be possible without them.
- (4) Some cookies are session cookies deleted after the browser session; others are persistent and allow recognition on subsequent visits.
- (5) You can oppose the storage of cookies via a banner where you can accept or decline.
- (6) You can also configure your browser to block or delete cookies via its settings or help function.

§ 19 Jurisdiction and Applicable Law

- (1) For disputes related to this contract, exclusively the law of the Federal Republic of Germany applies, excluding the UN Sales Convention.
- (2) Exclusive jurisdiction for orders from merchants, public legal entities, or special public funds is the provider's registered office.

§ 20 Final Provisions

- (1) Contract language is German.
- (2) We do not offer products or services for purchase by minors. Products for children may only be purchased by adults. If you are under 18, you may only use Arterra Shop with parental or guardian involvement.
- (3) If you violate these terms and we do not act immediately, we reserve the right to enforce our rights for future violations.

(4) We reserve the right to change our website, rules, conditions, including these T&Cs, at any time. The terms valid at the time of your order apply unless changes are legally or officially required (then also applying retroactively). If any provision is invalid or unenforceable, it shall be severable and not affect the validity of remaining provisions.

(5) The invalidity of a provision does not affect others. The invalid provision should be replaced by a legally permissible one matching its purpose.