



TERMS AND CONDITIONS

General terms and conditions (GTC) for orders via buhayabroad.com

In the following we would like to present our general terms and conditions, which we use as a basis for the provision of all services provided on buhayabroad.com. On our platform we offer our own Buhay Abroad Products as well as Buhay Abroad Partner Products.

Buhay Abroad – Products are all products that we offer you on www.buhayabroad.com, as long as we do not point out to you that they are “Buhay Abroad – Partner Products”.

Buhay Abroad – Products are products that we offer you on www.buhayabroad.com and mark as Partner articles with a note.

1. CONCLUSION OF CONTRACT AND DELIVERY OF GOODS

1.1 We conclude contracts via www.buhayabroad.com exclusively in German or English. You can set your preferred language using the language selection at the top of the website header or in the lower area of the online shop. When ordering Buhay Abroad Products, your Contractual Partner is Ryan Wolff, Carl-Justi-Str. 30, 53121 Bonn, when ordering Buhay Abroad – Partner Products, also the respective Buhay Abroad Partner, about whose identity we will inform you individually on the respective product detail page.

1.2 By clicking the “Buy now” button, you are placing a binding order for the items in the shopping cart. We will confirm receipt of your order by email immediately after submitting the order. A binding contract is concluded upon receipt of the order confirmation. Please note that the delivery of the ordered goods with advance payment (reservation) or payment via bank transfer takes place as soon as we have received payment of the full purchase price as well as any shipping costs. We therefore ask you to transfer the purchase price immediately after receipt of the order confirmation, but no later than within 7 days.

1.3 You agree to the assignment of the seller’s claims for payment of the purchase price to third parties.

1.4 Please note that, as an exception, we are not obliged to deliver the goods ordered if we have properly ordered the goods on our part, but have not been delivered correctly or on time (congruent hedging transaction). A further requirement is that we are not responsible for the lack of availability of the goods and that we have immediately informed you of this fact. In addition, we must not have assumed the risk of procuring the goods ordered. If the goods are not available, we will immediately reimburse you for payments already made.

1.5 We do not assume the risk of having to procure an ordered product (procurement risk). This also applies when ordering goods that are only described in terms of their type and characteristics (generic goods). We are only obliged to deliver from our stock of goods and the goods we have ordered from our suppliers. When ordering Buhay Abroad Partner Products, our stock of goods includes that of the Buhay Abroad Partner. We deliver orders within Germany. If working days are specified as deadlines, we understand this to mean all days from Monday up to and including Friday, with the exception of public holidays.

1.6 You will be informed about the delivery time on the respective product detail page and before placing the order.

2. PRICES, SHIPPING CHARGES AND EXPRESS SHIPPING

2.1 The prices listed in the offer at the time of the order apply. The prices given are final prices, which means that they include the applicable German statutory Value Added Tax. The goods remain our property or, in the case of Buhay Abroad – Partner Products, the property of the Partner until the purchase price has been paid entirely.

2.2 We will cover the shipping costs for you, except for express shipping.

2.3 We offer express delivery for certain orders. You can see in the ordering process whether this option is offered for your respective order and the costs incurred. The goods will be delivered within 2 working days at the latest. If this delivery time is exceeded, you will of course be reimbursed the delivery costs.

3. PAYMENT

3.1 In principle, we offer the payment methods bank transfer, credit card, invoice and PayPal. With every order we reserve the right not to offer certain payment methods and to refer to other payment methods. Please note that we only accept payments from accounts within the European Union (EU). You have to bear any costs of a money transaction.

3.2 In the case of a purchase by credit card, your credit card account will be debited when we dispatch the order.

3.3 When purchasing on account, you will be informed of the due date of the purchase price on the order overview page before the contract is concluded.

3.4 You agree that you will receive invoices and credits exclusively in electronic form if applicable.

4. PROMOTIONAL VOUCHERS AND THEIR REDEMPTION

4.1 Promotion vouchers are vouchers that cannot be purchased, but that we issue as part of advertising campaigns with a certain period of validity.

4.2 Promotion vouchers can only be redeemed within the specified period and only once as part of an order process. Individual brands can be excluded from the voucher campaign. Promotional vouchers cannot be used to purchase gift vouchers. Please note that promotional vouchers can be tied to a minimum order value.

4.3 The value of the goods must be at least equal to the amount of the campaign voucher. A difference to a higher value of the goods can be compensated with the payment options offered. The value of a campaign voucher is neither paid out in cash nor is interest paid. The campaign voucher will not be reimbursed if goods are wholly or partially returned.

4.4 Promotion vouchers can only be redeemed before the order process has been completed. Subsequent crediting is not possible. The campaign voucher cannot be transferred to third parties. Several campaign vouchers cannot be combined with one another unless we have agreed otherwise.

4.5 If you used a campaign voucher for your purchase, we reserve the right to charge you the original price of the goods you are keeping if – due to your cancellation – the total value of the order falls below or below the value of the campaign voucher corresponds to.

5. STATUTORY RIGHT OF WITHDRAWAL FOR BUHAY ABROAD PRODUCTS

WHEN PURCHASING FOR BUHAY ABROAD PRODUCTS YOU HAVE A LEGAL RIGHT OF WITHDRAWAL:

We would like to inform you in advance that you can use the return label in the case of a return of goods, which is either enclosed with your order. If you need a new return label, you can also request it from our Customer Care (customer-care@buhayabroad.com). Please help us to avoid unnecessary costs and do not send the goods back without a return label.

RIGHT OF WITHDRAWAL:

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day on which you or a third party named by you who is not the carrier took possession of the goods or, in the case of partial deliveries, the last delivery. In order to exercise your right of withdrawal, you must Ryan Wolff, Carl-Justi-Str. 30, 53121 Bonn, e-mail: withdrawal@buhayabroad.com or widerruf@buhayabroad.com by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You can use the attached model withdrawal form for this purpose. However, this is not mandatory. If you make use of this option, we will send you a confirmation of receipt of your revocation immediately (e.g. by email). In order to meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

Consequences of revocation If you revoke this contract, we will have you all payments that we have received from you, including delivery costs (with the exception of the additional costs that result from the fact that you use a different type of delivery than the one we offer, have chosen the cheapest standard delivery), to be repaid immediately and at the latest

within fourteen days from the day on which the notification of your cancellation of this contract was received by us or our Partner. For this repayment, we will use the same means of payment that you used for the original transaction, unless something else was expressly agreed with you; In no case will you be charged any fees for this repayment. We can refuse repayment until we or our Partner have received the goods back or until you have provided evidence that you have sent the goods back, whichever is earlier. You must return or hand over the goods to the Partner immediately and in any case no later than fourteen days from the day on which you inform us or the respective Buhay Abroad Partner of the cancellation of this contract. Information about the identity of the respective Buhay Abroad Partner including contact information is linked on the respective article page. You will also find the contact information in the cancellation policy, which we will send you as a PDF attachment with the order confirmation. The deadline is met if you send the goods before the period of fourteen days has expired. We bear the costs of returning the goods if you use the return label provided by us for a return within Germany. Otherwise you have to pay the return costs. You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary to check the nature, properties and functionality of the goods.

Model Cancellation Form (If you want to cancel the contract, please fill out this form and send it back) To Ryan Wolff, Carl-Justi-Str. 30, 53121 Bonn, email: widerruf@buhayabroad.com or withdrawal@buhayabroad.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)
- date

(*) Delete where inapplicable

End of the Cancellation Policy

Attention: The right of cancellation expires prematurely in the case of contracts for the delivery of sealed goods that are unsuitable for return for reasons of health protection or hygiene if their seal has been removed after delivery. Furthermore, you are not entitled to the right of revocation in the case of contracts for the delivery of goods that are not prefabricated and for the production of which an individual selection or determination by the customer is decisive or that are clearly tailored to the personal needs of the customer.

6. STATUTORY RIGHT OF WITHDRAWAL FOR BUHAY ABROAD – PARTNER PRODUCTS

WHEN PURCHASING BUHAY ABROAD PARTNER PRODUCTS YOU HAVE A LEGAL RIGHT OF WITHDRAWAL:

We would like to inform you in advance that you can use the return label enclosed with your order in the event of a return of goods. If you need a new return label, you can also request it from our Customer Care (customer-care@buhayabroad.com). Please help us to avoid unnecessary costs and do not send the goods back without a return label.

RIGHT OF WITHDRAWAL:

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day on which you or a third party named by you who is not the carrier took possession of the goods or, in the case of partial deliveries, the last delivery. In order to exercise your right of withdrawal, you must Ryan Wolff, Carl-Justi-Str. 30, 53121 Bonn, E-Mail: widerruf@buhayabroad.com or inform the respective Buhay Abroad partner by means of a clear declaration (e.g. a letter sent by post, fax or email) of your decision to withdraw from this contract. You can use the attached model withdrawal form for this purpose. However, this is not mandatory. In order to meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

Consequences of revocation If you revoke this contract, we will have you all payments that we have received from you, including delivery costs (with the exception of the additional costs that result from the fact that you use a different type of delivery than the one we offer, have chosen the cheapest standard delivery), to be repaid immediately and at the latest within fourteen days from the day on which the notification of your cancellation of this contract was received by us or our partner. For this repayment, we will use the same means of payment that you used for the original transaction, unless something else was expressly agreed with you; In no case will you be charged any fees for this repayment. We can refuse repayment until we or our partner have received the goods back or until you have provided evidence that you have sent the goods back, whichever is earlier. You must return or hand over the goods to the partner immediately and in any case no later than fourteen days from the day on which you inform us or the respective Buhay Abroad partner of the cancellation of this contract. Information about the identity of the respective Buhay Abroad partner including contact information is linked on the respective article page. You will also find the contact information in the cancellation policy, which we will send you as a PDF attachment with the order confirmation. The deadline is met if you send the goods before the period of fourteen days has expired. We bear the costs of returning the goods if you use the return label provided by us for a return within Germany. Otherwise you have to pay the return costs. You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary to check the nature, properties and functionality of the goods.

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– Ordered on (*) / received on (*)

– Name of the consumer (s)

– Address of the consumer (s)

– date

(*) Delete where inapplicable

End of the cancellation policy Attention: The right of cancellation expires prematurely in the case of contracts for the delivery of sealed goods that are unsuitable for return for reasons of health protection or hygiene if their seal has been removed after delivery. Furthermore, you are not entitled to the right of revocation in the case of contracts for the delivery of goods that are not prefabricated and for the production of which an individual

selection or determination by the customer is decisive or that are clearly tailored to the personal needs of the customer.

7. REPAYMENTS

We will automatically arrange any repayments to the account you used for payment. When paying by invoice and in advance, the transfer back will be sent to the account from which the transfer was made. If you have paid by PayPal or credit card, the refund will be made to the associated PayPal or credit card account. If you used a gift voucher for your purchase, we will credit the corresponding amount to your gift voucher account.

8. CUSTOMER CARE

If you have any questions, please have a look at our help pages [Hilfeseiten](#) or [contact us](#).

9. LEGAL LIABILITY AND ADDITIONAL INFORMATION

9.1 The statutory liability for defects applies.

9.2 The use of the offers available on www.buhayabroad.com is possible for persons who are at least 18 years old.

9.3 Each customer is only entitled to have one customer account with Buhay Abroad at the same time. We reserve the right to delete multiple registrations.

9.4 You can view these terms and conditions at www.buhayabroad.com. You can also print out or save this document by using the usual function of your Internet service program (= browser: there usually "File" -> "Save as"). You can also download and archive this document in PDF format by clicking here. To open the PDF file, you need the free Adobe Reader program (at www.adobe.de) or comparable programs that can handle the PDF format.

9.5 You can also archive the terms and conditions as well as the data of your order simply by either downloading the terms and conditions and using the functions of your browser to save the data summarized on the last page of the order process in the online shop, or by waiting for the automatic order confirmation that we receive. You will also receive it by e-mail after completing your order to the e-mail address you provided. This order confirmation e-mail contains the data of your order and our terms and conditions and can be easily printed out or saved with your e-mail program.

9.6 The European Commission provides a platform for online dispute resolution (OS), which you can find under the [link to the European Commission platform](#). As of March 16, 2021

YOUR BUHAY ABROAD TEAM

BUHAY ABROAD – Ryan Wolff, Carl-Justi-Str. 30, 53121 Bonn
As of March 16, 2021