

## General terms and conditions

If you have questions, address yourself to [info@anime-flohmarkt.de](mailto:info@anime-flohmarkt.de).

Overview:

- § 1 – General
- § 2 – Payment & dispatch
- § 3 – Withdrawal & reservation of title
- § 4 – Limitation of liability
- § 5 – Indemnity against liability
- § 6 – Data protection

### § 1 – General

1. The following General Terms and Conditions (GTC) apply to all orders for goods made in our online sales platform under [www.anime-flohmarkt.de](http://www.anime-flohmarkt.de).

We are the „Anime Flea Market“ – an event of the Nishi Trade e. V. .

2. The products shown on our online sales platform at [www.anime-flohmarkt.de](http://www.anime-flohmarkt.de) are not legally binding offers, but only a not binding online catalogue. By clicking on the button "Place order", a binding order of the items in the shopping cart is placed, which does not yet constitute acceptance of the contract. A sales contract arises only through an explicit declaration or the dispatch of the goods.
3. Any natural person (private person) from the age of 18 and any legal entity can order articles on the online sales platform of the Anime Flea Market.
4. The Anime Flea Market (the Nishi Trade e. V.) reserves the right to exclude buyers at any time from the use of the online sales platform.

**Nishi Trade e. V.**  
(registered association)

[info@anime-flohmarkt.de](mailto:info@anime-flohmarkt.de)

Marzahner Promenade 20  
12679 Berlin  
Germany

managing board:

Franziska Matthaes  
Achim Engel

**association register:**  
district court  
Berlin-Charlottenburg

**VR-Nr.:** VR 37056 B

Registered office in  
Berlin.

Deutsche Skatbank

**IBAN:**  
DE32 8306 5408 0004 1404 00

**BIC:** GENO DE F1 SLR

**tax number:**  
27/673/55073

## § 2 – Payment & dispatch

1. It can be paid by bank transfer and cash on collection. We reserve the right to exclude the last conditioned by the situation (eg in the event of a pandemic).
2. If bank transfer was chosen as the payment method, the payment is due 21 days after the realization of the contract. If cash on collection was chosen, the payment will be due at the time of collection.
3. In the case of default of payment, the sales contract expires.
4. We dispatch ordered goods at the latest 14 days after received payment.
5. If there will be any delays or other complications, we will inform buyers.
6. If a buyer makes incorrect information about the delivery address or if there is a default of acceptance for other reasons, for which he/she is responsible, the buyer must refund additional costs arised.

## § 3 – Withdrawal & reservation of title

1. Buyers can withdraw from the contract within 21 days of receipt of the goods without giving reasons.
2. Until full payment of the goods, the Anime Flea Market (the Nishi Trade e. V.) remains the owner (reservation of title).

## § 4 – Limitation of liability

1. The Anime Flea Market (the Nishi Trade e. V.) is liable in accordance with the legal regulations for intent and gross negligence on the part of its legal representatives, volunteers or other vicarious agents. The same applies to the assumption of guarantees or other liability independent of fault as well as to claims under the Product Liability Act or in the event of culpable injury to life, body or health.

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# Anime- Flohmarkt

2. A further liability of the Anime Flea Market (the Nishi Trade e. V.), its legal representatives, volunteers and other vicarious agents is excluded.
3. Should individual provisions of these GTC become partially or completely ineffective or void, this shall not affect the effectiveness of the remaining provisions.
4. The contract, including these GTC, is subject to German law.

## § 5 – Indemnity against liability

The user discharges the Anime Flea Market, the organizer of the Anime Flea Market, its legal representatives, volunteers and other vicarious agents from all claims that other users or other third parties assert against the Anime Flea Market for violation of their rights by offers and other contents posted by the user by means of the services of the Anime Flea Market or because of their other use of the services of the Anime Flea Market. The user accepts the costs of the necessary defense of the Anime Flea Market, including all legal fees and costs of the proceedings in the legal amount. This is not valid if the infringement is not the responsible of the user. The user is obligated to provide the Anime Flea Market immediately, truthfully and completely with all the information necessary for the review of the claims and a defense in the event of a claim by a third party.

## § 6 – Data protection

1. From our team, only the persons have access to personal data, which need this data due to organizational purposes.
2. We only save your personal data for as long as we need them or as long as we must by law.
3. Personal data will only be passed on to third parties if we are obliged to do so based on legal obligations or official or judicial orders.
4. We do not sell, trade or commercialize personal data.

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