

General terms and conditions

If you have questions, address yourself to verkaufen@anime-flohmarkt.de.

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- § 3 – Payment & dispatch
- § 4 – Limitation of liability
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§ 1 – General

1. Using the services of the Anime Flea Market, the Anime Flea Market offers an online sales platform where individual persons and legal entities ("sellers") offer articles for sale. These articles can be purchased by any individual persons and legal entities ("buyers").
2. The online sales platform offered by the Anime Flea Market will be available from 19 January 2022, 12 noon to 6 February 2022, 6 p.m..
3. Any natural person (private person) from the age of 18 and any legal entity can purchase articles and enter into contracts on the online sales platform of the Anime Flea Market.
4. The organizer reserves the right to exclude buyers at any time from the use of the online sales platform, the Anime Flea Market 2022 and upcoming events. This applies in particular if buyer sexually or otherwise harass sellers and other persons.
5. It cannot be precluded that incorrect contact details have been submitted for a seller or that these have changed in the meantime.

§ 2 – Buying

1. The organiser of the Anime Flea Market or the Anime Flea Market as such will not become contractual partner in contracts made between the users of the online sales platform (sellers and buyers) exclusively.

Nishi Trade e. V.
(registered association)

info@anime-flohmarkt.de

Marzahner Promenade 20
12679 Berlin
Germany

managing board:

Franziska Matthaes
Achim Engel

register of association:
court of registration
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

Anime- Flohmarkt

2. The Anime Flea Market is a seller among many on this online sales platform. Is the Anime Flea Market the seller of an article, this is clearly marked in the respective description of the article.
3. Sellers can exclude international buyers from buying their articles. In the descriptions of the articles, corresponding information is given.
4. At the Anime Flea Market, mainly private persons sell their mostly used articles. Private persons are not obliged to grant warranty claims (right of return). If a private person grant these claims, is given in the descriptions of the sellers. This rule applies only to individual persons and not to commercial traders or the like.

§ 3 – Payment & dispatch

1. Sellers must inform in advance about the terms of payment and shipment.
2. Sellers are not allowed to claim fees or commissions from buyers in addition to the sales price.
3. All sellers are obliged to send the ordered articles within the time limit set by themselves. Excluded from this rule is, if the seller and the buyer have agreed on something else by mutual agreement.
4. Sellers and buyers are not allowed to use addresses, e-mail addresses and other private and personal data obtained by using the services of the Anime Flea Market for any purpose other than contractual and pre-contractual communication. In particular, it is forbidden to pass on, resell or make available to third parties in any other way or to use it for the sending of advertising and other advertising purposes. If you want to do so, the person concerned have to be asked and their explicit, unequivocal consent have to be obtained.

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§ 4 – Limitation of liability

1. The Anime Flea Market resp. the organizer of the Anime Flea Market 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.
2. A further liability of the Anime Flea Market, the organizer of the Anime Flea Market, 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 user agreement, 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.

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§ 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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