

General terms and conditions of charging for the Internet services of Illusions-Recycling, a service of the Illusions-Schmiede GmbH. Ilmenau (hereinafter IR T&CC)

1. These general terms and conditions of charging for the Internet services provided by the Illusions-Recycling website (hereinafter "IR website") of the Illusions-Schmiede GmbH Ilmenau, Germany (hereinafter "IS GmbH") apply to all members of the IR website as defined in § 1, subparagraph 1 of the general terms and conditions for the use of the IR website of the IS GmbH (IR T&C).

They also apply to any future business relations between the members as defined in §1 subparagraph 1 of IS GmbH's IR T&C, even if no further express agreement has been made.

Members' business conditions which contradict, supplement or deviate from the IR T&C and have not been expressly acknowledged by IS shall neither be binding on IS GmbH nor constitute an element of the contract, even if IS GmbH has not expressly refused them.

2. It is the aim of the services of the IR website to keep costs fair for the members. In order to achieve this, IS GmbH continuously optimises its charges and compares itself with other 3D shops.
3. IS GmbH does not charge purchasing members any fees in addition to the purchase price.
4. Members who sell items are charged the following fees for using the Internet services of the IR website of IS GmbH:
 - a) insertion fees
 - b) sales commission
 - c) fees for additional services
 - d) compensation for inconvenience.

5. General terms and conditions of charging as of 12:00:00 GMT + 2 will comprise:

- a) **Insertion fees**

For the listing of an offer a fee is charged of _____ **0 €**

- b) **Sales commission**

If an item is sold, IS GmbH deducts commission amounting to **25%** of the gross purchase price.

- c) **Charges for additional services**

For the following additional services, the fees indicated are charged:

- 3D preview	_____	0 €
- Presentation on the main page	_____	0 €
- Additional images	_____	0 €

- d) **Compensation for inconvenience**

IS GmbH reserves the right to charge for the inconvenience of deletion of insertions or content or the exclusion of members on violation of the IR T&C, the IR T&CC or the IR principles, insofar as the member is responsible for the violation, unless the member succeeds in proving that either no damage at all or only very minor damage has arisen. IS GmbH may also charge for reactivation of a blocked membership account. The lump sum to be charged for the inconvenience is

_____ **0 €**

6. IS GmbH reserves the right to modify at any time without prior notice the type and scope of the fees for the Internet services of the IR website. In respect of any item, the applicable charges will be those in the IR T&CC which were currently in force at the moment of the listing.
7.
 - a) After a successful acquisition, IS GmbH administers the payment process to support optimal conclusion of the sale. In this process, the purchase price is received using the payment methods offered by IS GmbH, an invoice is generated automatically and this is made available for download. The seller is the originator of the invoice and the purchaser is the recipient of the invoice. IS GmbH is the intermediary in the invoicing by the seller and the settlement by the purchaser. The seller is exclusively responsible for the accuracy of the details in the invoice. IS GmbH accepts no liability for the correctness of the invoicing.
 - b) IS GmbH presents an invoice for the charges in § 5 above by sending it to the member's email address as given and by depositing it in the selling member's IR account.
 - c) Payments are due within 30 days of the date on the invoice, without deductions, at the IS GmbH place of payment, i.e. in the IS GmbH bank account. Without reminder, the member will be in arrears if payment is delayed beyond this period.
In case of arrears, interest at 5 per cent above base rate will be calculated and charged, and, for legal transactions in which a consumer is not a participant, at 8 per cent above base rate, insofar as the law does not provide for a higher interest rate.
IS GmbH shall, furthermore, have the right to claim compensation for damage arising during the period of arrears.
 - d) Should defects be present, the member has no right to withhold payment to an extent not in a reasonable ratio to the defects and the foreseeable costs of remedy.
 - e) The member may only offset such possible costs or make a personal claim to right to withhold payment if such is either undisputed or has been established with force of law.
 - f) If the member does not make payments when due, IS GmbH may cease work on existing commissions and demand immediate payment in advance for all commissions, including those not yet completed, or a payment as appropriate security. IS GmbH is, furthermore, entitled to block the member's account.
 - g) If the member fails to meet the demand of IS GmbH for payment in advance or payment as security, IS GmbH is entitled to withdraw from the contract, to delete the member's account, to invoice the member for the costs to date and, if it so chooses, to demand compensation in respect of non-fulfilment or inconvenience.
 - h) Contrary to the terms of § 366 and 367 of the German civil code (BGB) concerning debts, and despite any decision to other effect by the member, IS GmbH shall determine which requirements have been fulfilled by payment on the part of the member. The member shall waive his or her right to decide in this matter how his or her payments are to be used.
 - i) IS GmbH shall make demands for payment exclusively by the following means and may select which of the means:
 - (1) PayPal
 - (2) direct debit instruction. If the direct debit fails, the member shall cover the costs arising for IS GmbH insofar as the member was responsible for the failure.
 - (3) retention of the charges due prior to the forwarding to the member of the proceeds of sale.
8. Members are forbidden to circumvent the charging structure of IS GmbH. Examples of impermissible circumventions are given in the IR principle concerning the matter.
9. If any individual term of this contract or of the ensuing associated agreements is or becomes ineffective, such will not render invalid the remainder of the contract. The contracted party and IS

GmbH agree to replace the ineffective term or condition with one matching it as closely as possible in positive commercial effect.

Failing an alternative agreement, the laws of the Federal Republic of Germany shall apply exclusively. The place of fulfilment for any supply is the registered office of IS GmbH and the jurisdiction of that place shall apply.

Illusions-Schmiede GmbH Ilmenau

Registered office:	Ilmenau
Court of registration:	HRB 502863 Amtsgericht (County Court), Jena
Manager:	Markus Duelli
Bank account:	Bank, sort code 82 080 000, account no. 09 611 101 00