



General Terms and Conditions

General Terms and Conditions – Se'tyo

§1 – General and Applicability

1. These general terms and conditions regulate all contractual relationships between Se'tyo e.K., Luppenstraße 26, 04177 Leipzig; registered in the commercial register of the Local Court (Amtsgericht) of Leipzig, HRA 19374; registered office: Leipzig, Germany; VAT -ID-Nr. DE365809002 (hereinafter: Se'tyo) and you as a client. The term client comprises customers (B2C) as well as businesses (B2B). Individuals, who do not act as a company or as business, apply as customers, whereas the term business comprises all individuals and artificial persons, as well as firms, who act within their commercial or self-employed occupation.
2. In case a business uses differing or additional general terms and conditions, we hereby do not consent to them. Those can only be part of the contract, if we approve them explicitly.
3. Only the general terms and conditions in version of the date of conclusion of the contract are applicable. Individual agreements stay unaffected.
4. **Date of these terms and conditions: 21.11.2024**

§2 – Offers, Ordering Process and Conclusion of Contracts

1. We offer different products, some of them need to be enquired directly, others will be developed in direct talks too. Therefore, there are different possibilities of ordering and also different modes for conclusion of contracts. Basically, there is the direct sale of finished products on the one hand, and commissioned projects on the other. Those can be divided into smaller and more simple services and products (like production of patterns, latex sheets or made-to-measure clothing based on our designs) and design projects on a larger scale (like the production of unique and personally fitted designs on your individual wishes). Those three types lead to different processes:

I. direct sale of items

2. Pre finished products are sold via our social media accounts or at events in personal contact. An online shop will follow at a later point.
3. Optionally, we are offering products at our social media channels. Those shown products and prices are no contract offer, but only product- and price information. The contract is concluded at the point of providing the invoice. You get that invoice after requesting a specific product via one of those ways.
4. In case of direct sales in real world, like at fairs or markets, the contract can be concluded either through your payment (independent of the mode of payment), or the handover of the desired products.



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I. commissions of single services and/or production of items

5. These services comprise products and services, which are done and produced regarding to your specifications and individual wishes.
6. Some of those products, especially latex sheets and clothing, can be ordered the same, already mentioned ways. For those offers, we provide either direct pricing information (in form of direct shown prices or in a price list), or the final price is calculated after receiving your request, depending on our effort to fulfill them. Those shown products and prices, as well as price lists, are no contract offer, but only product- and price information. The contract is concluded at the point of providing the invoice. You get that invoice after requesting a specific product via one of those ways. In case of a direct request, you may also get a quote.
7. During the ordering process, you have the possibility to describe in detail, what your wishes on that product are. In case a more extensive counselling is necessary, you can contact us at any time, also after the contract has been set. We also reserve us a right to contact you in case of further questions. In case there appear changes on the product or any kind of adjustment, we reserve us the right to do a revision of the already set sales contract, in case the outcome results too much from the original product.
8. We produce all of our products after your wishes. You will get informed about the estimated delivery times for those individual productions during the conclusion of the contract. We try our best to keep working times short and try to get all products ready to ship in less than 6 weeks. However, we can guarantee any delivery time only in case a special agreement was set.

III. Large-scale design services and whole project / character designs

9. Large-scale services can be requested via E-Mail and social media. Such requests are always without obligation or binds and are no contract at all. The arrival note serves for your information only.
10. In case of large-scale requests, especially for complex designs, complete outfits (which can be a complete project containing design and production) or special services, there usually is the need of a first talk at the beginning. With this we ensure that your wishes are fully included in the concept. Also, we want to ensure here, that we can fulfill your requests. Therefore, we provide a questionnaire, we will need its content for that first talk. On this base, we work out first concepts. The contract of this pre-design-services gets concluded by payment of the invoice; we provide together with this questionnaire. The detailed talk (it can be in form of a face-to-face meeting or on digital ways), takes place after the initial payment. We charge at the moment EUR 300,000 for these services as a flat charge. We reserve the right, to differ that sum in certain cases.
11. We will send you an offer for the whole project, in form of a calculation, after this talk, based on the adjusted sketches. This offer can be seen as a valid contract offer, even if it will include and respect the already invested efforts. At this point, you again have the possibility to change your decisions. The contract for the complete work and services is concluded either if you accept the offer in written form, or by payment of the deposit, depending which of both happens first.



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12. The design of whole characters and sketches are immaterial goods / intangible items. The copy right of those designs remains at Se'tyo. We only sell the right of use, according to legal requirements.

IV. general remarks

13. In case of a word-of-mouth request, the contract will still not be concluded before we provide a confirmation e-mail. In those cases, Se'tyo will ask you for a written confirmation
14. We are a young business during our setup, which can mean that not all of the describes possibilities of conclusion of contracts are available at all times. We will expand them in near future. You can always contact us via e-mail: contact@setyo.de.
15. The conclusion of contract, all contract offers and all correspondences can be done in both, German and English language. The contracts text, consisting of assignment / commission, order confirmation and our general terms and conditions will be sent to you via e-mail. The storage of those data will be carried out corresponding to our privacy policy.
16. The imitation, creation of duplicates or copies of character designs and general designs for client's requests, is not permitted by Se'tyo. A commercial use or the use for industrial purposes does require the prior consent of Se'tyo. We are happy to support such projects in direct cooperation.

§3 – Rescission of a binding contract / Withdrawal rights and instructions

1. As a customer, the German §312c BGB does provide you a withdrawal right after conclusion of distance selling contracts, as it is described in the withdrawal instructions. There is no such right for business clients and Se'tyo does also not grant such a right.
2. As a customer, you have the right to revoke the sales contract within 14 (fourteen) days without declaration of reasons. The period does start on the day, on which you or a authorized third party did receive the products.
3. To perform this right, you have to inform Se'tyo with a clear written statement (like a letter or an e-mail) about your decision. There is no special form you have to keep for this. To exert the withdrawal right, it is enough to send Se'tyo an information about using your right to withdraw within the given time period.
4. You need to send your withdrawal information to the following address:
Se'tyo
Melanie Moosbrugger (Ruka Akimori)
Luppenstraße 26
04177 Leipzig
Germany

E-Mail: contact@setyo.de
5. Consequences of withdrawal: When you withdraw the contract, Se'tyo has to refund all the payments, which have been received regarding to the contract, including delivery cost, excluding extra cost which are based on a more expensive delivery method. Only the value of the cheapest delivery option Se'tyo provides can be refunded.



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Se'tyo has to refund you immediately, but latest within 14 (fourteen) days from the date of receipt of your withdrawal information. For refund, Se'tyo will use the same method as you used for payment in the original transaction, unless there is a special agreement with you. In no case Se'tyo will charge you extra fees for that refund. Se'tyo has the right to refuse the refund, until all of the products have been returned to Se'tyo, or until you send a proof of shipping the products back to Se'tyo. The products have to be returned immediately, but latest within 14 (fourteen) days from the day, Se'tyo was informed of the withdrawal. That deadline is kept, if you send a proof of shipment within the time frame to Se'tyo. You only need to compensate for loss in value of products, if that loss can be traced back to your responsibility and your handling.

End of the withdrawal rights instruction

6. Among others, the following contracts are excluded of the described withdrawal rights (§355 BGB) according to §312g BGB:
 - a. Contracts for delivery of articles, which are not pre-produced but produced on specific wishes and needs of a customer. If there is an individual choice or decision of a customer needed to produce an item, or if those are tailored on particular needs and desires of a customer, then there is no withdrawal right! (this does also include the production of latex sheets for you)
 - b. Contracts for delivery of sealed articles, which are not eligible for return, out of hygienic reasons or out of health care, in case they have been unsealed.
 - c. Contracts of delivery of sound- or video recordings, as well as computer software in a sealed packaging, if the items have been unsealed
 - d. Contracts for delivery of newspapers, magazines or pictorials, with exception of subscriptions
 - e. Contracts, which were made by explicit request of a customer, to visit him or her for urgent repair work. This does not include additional services done on further visits, if they have not clearly been requested by the customer, or in case of delivered items which are not clearly needed for the requested repair work.
7. Notwithstanding to the legal exclusion of the withdrawal right, we reserve our right to find positive solutions together with our client, in case a project or order has to be stopped. We will try to find best possible solutions in well-founded cases, referring to §5 of our terms and conditions.
8. In general, a withdrawal from contracts for works and services is possible regarding to §648 and §648a BGB. In these cases, Se'tyo will charge you already accomplished working hours and expenses. For this you will get an invoice.
9. Se'tyo reserves the right, to demand adequate compensation.
10. Should the total project cost as calculated in the contract be changing significantly by changes on the project by Se'tyo, you will be granted a special withdrawal right. The project can be stopped then. If those changes on the contract or the items to produce are your explicit wish, this special right does not apply.



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11. Se'tyo does reserve the right, to withdraw from a contract in justified cases of discrimination, especially in cases of discrimination of same-sex-relationships, discrimination of lifestyle, discrimination of origin and identity or similar cases. We explicitly stand up for a self-ruled, open minded and free society and see a collaboration only as possible, if mutual respect is part of the contact.
12. The calculation of a stopped project is carried out similar to a withdrawal of a concluded contract for service and work.

§4 – Prices and modes of payment

1. All pricing information on website or on direct sale include all fees and also include the effective value added tax (VAT).
2. Additionally, supplementary transport and shipping cost will occur. Those will be displayed depending on item(s) and region separately.
3. The prices for the production of large-scale commissions depend on individual calculation, depending on the exact request. For these, Se'tyo will provide you a detailed offer. For such large-scale projects and services, we ask you instead of a full initial payment for a deposit payment at the starting point of the project. This deposit is usually 30% of the total value and has to be paid before we start working. In special cases, a higher deposit might apply. Besides the deposit, we might fix further due dates of payment individually. The statements in the offer for the contract apply.
4. For orders of latex sheets, the full sum will be displayed and be brought to account in all cases, unless there are special agreements.
5. All prices are calculated in the currency Euro, unless otherwise agreed
6. Vouchers / coupons of Se'tyo can be used at any time according to prior agreement, as well as in the web shop. Only the use of those vouchers for the flat rate as a deposit for the first talk and design works for large-scale products is excluded.
7. In general, Se'tyo does accept the following modes of payment. Any variation does need individual agreements in advance.
 - a. **Bank transfer (pre-payment):** This option is the most convenient for us. Choosing this method means, that you have to send us the amount due within 14 days from sending you the invoice, to our bank account.
 - b. In case of bank transfers from bank accounts outside of the European Union or at payment with other currencies than Euro, we recommend to use transfer services for these bank transfers. The fees for those are your expenses. What counts is the sum in Euro which arrives on our bank account.
 - c. **Payment via PayPal:** Se'tyo does accept the payment via your PayPal account after own order. Regarding to the conditions of PayPal, you can choose the payment method there, we have no influence on that.
 - d. **Cash:** We also accept cash payment, while respecting the applying legal upper limits. The handover has to be in person and will be signed on a receipt by both sides. Cash payment usually has to be done in Euros, unless it is agreed otherwise.
8. Se'tyo reserves the right to exclude certain payment methods to ensure protection of the credit risk.



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9. In case of delayed payment by more than 30 days, Se'tyo has to demand default interests and reminder charges, according to §288 BGB.
10. You do accept to receive all invoices electronically. Invoices are sent to all customers as PDF-attachment in e-mails.

§5 – Run-time, delivery and shipment

1. All products are handcrafted by us. This means that usually your products will be ready for shipping after 6 weeks, in individual cases or in case of more complex projects, this time can also be higher. Detailed information can be found on your invoice, you can always also just ask us. In reality we make an effort to keep delivery times as short as possible.
2. The delivery time of large-scale projects will be arranged individually
3. Depending on availability, we offer the possibility of shorter delivery times against payment of an express fee.
4. We will deliver all items to the address you did declare.
5. Possible import taxes and customs fees at deliveries to other countries are your expenses.
6. In general, shipping will be done as insured parcel via DHL. If you have special wishes, feel free to contact us, we will try to arrange. All extra fees will be passed to you.
7. Binding delivery times have to be agreed individually and explicitly and are part of the individual contract.
8. Delivery is carried out after full payment only. In case of shipping of partial finished pieces, delivery will only be carried out after prior part payment, as agreed individually.
9. As it is legally enforced, shipment stays within our risk.
10. We do ship worldwide, although it might happen that there are restrictions due to current situations. Please note, that there might be restrictions in use of some special material, such as fur, by your country.

§6 – Damage in Transit and Passing of Risk

1. If you receive any of our products with visible transport damages, you should claim it directly at handover at your delivery man. You also need to contact Se'tyo immediately.
2. Se'tyo will try the best to ensure a fast repair or replacement in such cases. We reserve the right of getting damaged products sent back.
3. In first line, this does not have any influence to your legal rights and their enforcement, but you help us a lot, to claim our own rights against the delivery company and their insurance.
4. For businesses, §377 HGB applies.



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§7 – Reservation of Ownership

1. Se'tyo does reserve the right of ownership of all products, until those are fully paid. You only have the right to offset, if the counterclaims are legally established by a court or if they are undisputed and have been recognized by Se'tyo. You can only exercise a right of retention, if claims result from the same contractual relationship.

§8 – Liability

1. Liability is governed by statutory provisions. Se'tyo is only liable for damages that are based on intentional or grossly negligent breaches of duty.
2. Liability for damages under the Product Liability Act and for damages due to injury of life, body, health or essential contractual obligations (cardinal obligations) remain unaffected by this exclusion of liability. Cardinal obligations are those obligations, whose fulfillment is necessary for proper execution of the contract and whose compliance or contractual partner regularly relies and may rely.
3. The above limitation of liability also applies to breaches of duty by the legal representatives or vicarious agents, agents and employees of Se'tyo.

§9 – Warranty

1. In case of a defect, you initially have the option of making use of legal claims for subsequent performance, like removal of defects or delivery of replacements. Additionally, you have the right of reduction of the purchase price. Also, you can withdraw from the contract. Also, if legal requirements are met, you are also entitled for compensation or reimbursement. Subsequent delivery can be refused, if it is only possibly with disproportionate cost.
2. The warranty period begins, when you receive the goods and is two years for new items.
3. It is no defect, if the damage happened due to improper or non-contractual use, care or storage. The evaluation of this is determined in particular by the information about the product, provided by Se'tyo, care instructions and further instructions for use. Likewise, damages based on normal wear and tear are no defects.
4. Depending on used material, especially natural materials, irregularities in color and structure are due to the naturalness and are a typical quality feature of authenticity. Such effects are no damages.
5. Latex sheets may have slight variations in thickness due to the fact, that they are handmade. Small material impurities and air bubbles may also occur. These characteristics do not reduce the quality of the product and do not constitute a defect. Nevertheless, we do our best to produce all products in best possible standards.
6. Other articles offered by Se'tyo besides clothing, can also be equipment for body or accessories, as well as equipment for events like LARP or festivals. In case of replicas of functional items such as weapons, these are action equipment whose durability and year are to be regarded as sporting goods. Those items cannot correspond the originals.



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7. Furthermore, different screen settings and exposures might lead to color deviations between originals and the presentations of images on website, exchanges like e-mails or videocalls. To be on the safe side, we recommend using RAL color cards when ordering. You are also very welcome to send us a sample at any time, so we can achieve the best possible results.
8. Statutory provisions on the limitations period for claims for damages in regard of liability remain unaffected.

§10 – Disclaimer for external links

1. On the website and in social media, Se'tyo uses links to refer to some other sites on the Internet. Se'tyo explicitly declares that there is no influence on design and content of the linked pages. Se'tyo hereby expressly distances itself from all content of all linked third-party sites and does not adopt this content as its own. This declaration applies to all links displayed and to all content of the pages to which links lead.

§11 – Final Provisions

1. The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The place of performance is also Se'tyo's headquarters, as far as legally permissible.
2. For commercial customers, the exclusive place of jurisdiction is Se'tyo's headquarters.
3. Possible contract languages are German and English.
4. Online dispute resolution in accordance with Art. 14 Para. 1 ODR-VO: The EU Commission offers an online platform for the out-of-court online settlement of disputes, provided that the contracts are concluded online and concern the obligations listed therein. The platform can be reached at: <http://ec.europa.eu/consumers/odr>
This EU Commission platform serves as a contact point for out-of-court online arbitration.
5. Should single provisions of the contract or these general terms and conditions be or become invalid or unenforceable, this will not affect the validity of the contract and the general terms and conditions in general.

Thank you so much for your interest in our company and your trust. We look forward to your orders. Please feel free to contact us at any time via: contact@setyo.de