

Terms for Private Customers

Allgemeine Geschäftsbedingungen für Verbraucher

These Terms apply when you are contracting with us as a private individual rather than as a business. They explain how a contract is made, what each of us does, what you pay, your right to withdraw, and what happens if something goes wrong.

Your statutory rights as a consumer always apply and are not limited by these Terms. Annex A contains your withdrawal instruction and Annex B the model withdrawal form.

VERSION 1.0

• VALID FROM 15 September 2026

• GOVERNING LAW Federal Republic of Germany

ISSUED BY

BuonaLabs UG (haftungsbeschränkt)

Maria-Goeppert-Straße 3, 23562 Lübeck, Germany

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Commercial Register: Amtsgericht Lübeck, HRB 26385 HL

VAT ID: DE455732206

Managing Director: Domingo Buonamassa

These Terms apply only to consumers. A consumer is any natural person who enters into a contract for purposes that are predominantly outside their trade, business or profession (§ 13 BGB). Business clients contract on the BuonaLabs General Terms of Business instead.

1 Scope and Status

1.1 These Terms govern contracts between BuonaLabs UG (haftungsbeschränkt) (“we”, “us”) and a consumer (“you”) for creative, technical, software, production and related services.

1.2 We will tell you before the contract is concluded which Terms apply. If you are contracting for business purposes, our General Terms of Business apply instead and these Terms do not.

1.3 Your statutory rights as a consumer are not restricted by these Terms. Where a provision of these Terms conflicts with a mandatory consumer protection rule, the mandatory rule applies.

2 How a Contract is Concluded

2.1 Our website, portfolio and price information are not binding offers. They are an invitation to you to make an enquiry.

2.2 After discussing your project we send you an offer describing the service, the deliverable, the scope, the price including VAT and the expected schedule. A contract is concluded when you accept that offer in text form, including by email, or when we confirm your order in text form.

2.3 Where you place an order through a form on our website that obliges you to pay, the order button is labelled accordingly and you will see a summary of the service and the total price before you confirm.

2.4 We store the text of the contract and send it to you with our confirmation. You can also save or print the offer and these Terms.

3 What We Do and What We Need From You

3.1 We perform the service described in the offer with professional care. The service is limited to what the offer describes.

3.2 You will supply, in good time, the materials, information, content, access and decisions we reasonably need — for example text, images, logos, product details or account access. If you cannot supply something, tell us and we will agree how to proceed.

3.3 You confirm that you hold the necessary rights to any material you supply to us, and that its use does not infringe the rights of a third party. If a third party makes a claim against us because of material you supplied, you are liable to us only to the extent that you are at fault, in accordance with the general law.

3.4 If we need something from you and do not receive it, the schedule shifts accordingly. We will tell you when that happens.

4 Prices and Payment

4.1 All prices stated to consumers are total prices including statutory value added tax. Any additional cost, for example a third-party licence, hosting fee, domain or app store charge, is stated separately in the offer before you accept it.

4.2 Unless the offer says otherwise, payment is due as follows: for a price up to EUR 500, in full before we begin; above EUR 500, half before we begin and the balance before we deliver the final result. We will always tell you the payment schedule in the offer.

4.3 Invoices are payable within fourteen (14) days of the invoice date. If you are late, statutory default interest applies. We may pause work until an overdue payment is received, after telling you.

4.4 We do not charge you bank or payment provider fees on top of the price.

5 Your Right of Withdrawal

5.1 If the contract is concluded exclusively by distance communication — by email, telephone, our website or a messaging service — you have a right to withdraw within fourteen (14) days without giving a reason. The full instruction is in Annex A and the model withdrawal form is in Annex B.

5.2 If you want us to start work before the withdrawal period has expired, you must expressly request this in text form. We will ask you for it and record it in the order confirmation.

5.3 If you then withdraw, you owe us a proportionate amount for what we had already performed up to the moment you withdrew, measured against the total price (§ 357 Abs. 8 BGB). You owe nothing further.

5.4 Your right of withdrawal expires before the end of the fourteen days if we have fully performed the service and we began performance after you expressly requested it and confirmed that you were aware you would lose your right of withdrawal on full performance.

5.5 Where the deliverable is digital content that is not supplied on a physical medium, your right of withdrawal expires when we begin performance, provided you expressly consented to us beginning before the end of the withdrawal period, confirmed that you were aware you would lose your right, and we have given you confirmation of that in text form.

6 Schedule

6.1 Dates in the offer are estimates unless the offer expressly describes a date as binding.

6.2 Dates run from the later of the day we receive your payment or instalment and the day we receive everything we need from you.

6.3 If a date shifts for a reason on our side, we will tell you and agree a new date with you. Your statutory rights in the event of delay are unaffected.

7 Changes and Revisions

7.1 The price includes two rounds of reasonable revisions after we show you a draft, unless the offer states a different number. A round means one set of your feedback collected together.

7.2 Reasonable revisions are adjustments within the agreed direction, such as wording, colour, layout detail, positioning or timing.

7.3 A new concept, a different direction, a substantially changed brief, extra versions or formats, or a material change to what was agreed are not revisions. We will tell you in advance what such a change would cost and how it affects the schedule, and we will only carry it out once you have agreed in text form.

7.4 Included revision rounds should be called within thirty (30) days of us showing you the draft. If more time is needed, tell us and we will agree a longer period.

8 Delivery and Acceptance

8.1 We deliver the final result in the agreed format. Please check it, including any text, prices, names or claims that you supplied, and tell us in text form within fourteen (14) days if something material is missing or does not match what was agreed.

8.2 If you do not tell us within that period, the result counts as accepted, provided we expressly drew your attention to the period and to this consequence when we delivered. Using or publishing the result also counts as acceptance.

8.3 Small points that do not materially affect the agreed use do not prevent acceptance, and we will put them right under Section 9.

9 If Something Is Wrong

9.1 If the result does not match what was agreed, you have the statutory rights of a consumer. In the first instance we will put it right by correcting or re-performing, within a reasonable period and at no cost to you.

9.2 If correction fails, you may reduce the price or withdraw from the contract, and claim damages or reimbursement of wasted expenditure, in accordance with the statutory provisions.

9.3 The statutory limitation periods apply. We do not shorten them.

9.4 We cannot be responsible for a result not matching your expectations where the cause lies in material or instructions you supplied, in a change you made yourself after delivery, or in a third-party service such as a hosting provider, platform or payment provider.

10 Rights to Use the Result

10.1 When you have paid in full and we have delivered, you receive the right to use the result for the purpose described in the offer. Unless the offer says otherwise, that right is non-exclusive, unlimited in time and valid worldwide, and covers your own private or personal use of the result.

10.2 Unless the offer expressly says so, the price does not include editable source files, project files, source code repositories or the right to resell the result as a product of your own. We will tell you the price for these if you want them.

10.3 We may continue to use the general techniques, methods and reusable components we developed or applied, provided nothing of yours and nothing confidential is disclosed.

10.4 Where the result contains third-party material such as fonts, stock assets or software components, that material remains subject to its own licence, and we obtain the licence needed for your agreed use.

11 Liability

11.1 We are liable without limitation for intent and gross negligence, for injury to life, body or health, under the Product Liability Act, for fraudulent concealment of a defect, and where we have given an express guarantee.

11.2 For slight negligence we are liable only where we breach an essential contractual obligation — an obligation whose performance makes proper performance of the contract possible in the first place and on which you may regularly rely. In that case our liability is limited to the damage that is foreseeable and typical for this kind of contract.

11.3 Any further liability is excluded, so far as the law permits.

11.4 Please keep your own copies of anything you send us and of anything we deliver to you.

12 Confidentiality and Our Portfolio

12.1 We treat what you tell us about your project as confidential and use it only for your project.

12.2 We would like to show completed work in our portfolio. We will only do so if you agree in text form. You can withdraw that agreement at any time for the future, and we will remove the work from material we control within a reasonable period.

12.3 We never show material that is confidential, unreleased, or that identifies you personally without your agreement.

13 Data Protection

13.1 We process your personal data in accordance with the GDPR and our privacy policy, available at buonalabs.com.

13.2 Where we process personal data belonging to other people on your behalf in the course of the service, we will tell you and agree with you what is needed before that processing begins.

14 Consumer Dispute Resolution

14.1 We are not obliged to participate, and we do not participate, in dispute resolution proceedings before a consumer arbitration board (Verbraucherschlichtungsstelle) within the meaning of the Verbraucherstreitbeilegungsgesetz.

14.2 This does not affect your right to bring a claim before the courts, or to contact a consumer advice centre.

14.3 If something goes wrong, please contact us first at info@buonalabs.com. We would rather fix it than argue about it.

15 Governing Law and Final Provisions

15.1 German law applies. If you are habitually resident in another EU or EEA state, you keep the protection of any mandatory provision of the law of that state that cannot be derogated from by agreement.

15.2 There is no agreed place of jurisdiction. The statutory rules determine which court has jurisdiction.

15.3 If a provision of these Terms is or becomes invalid, the remaining provisions are unaffected and the statutory rules apply in place of the invalid provision.

15.4 Amendments to a concluded contract require agreement between both of us in text form.

15.5 These Terms are issued in English. If we have supplied a German version and the two differ, the German version applies to you as a consumer resident in Germany.

ANNEX A — WITHDRAWAL INSTRUCTION

Widerrufsbelehrung

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us — BuonaLabs UG (haftungsbeschränkt), Maria-Goeppert-Straße 3, 23562 Lübeck, Germany, info@buonalabs.com, telephone +49 451 406-07833 — of your decision to withdraw from this contract by an unequivocal statement, for example a letter sent by post or an email. You may use the model withdrawal form in Annex B, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of Withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you without undue delay and in any event not later than fourteen days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested that the performance of services begin during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated to us your withdrawal from this contract, in comparison with the full coverage of the contract.

Early Expiry of the Right of Withdrawal

Your right of withdrawal expires in the case of a contract for the supply of services if we have fully performed the service and began performance after you gave your express consent and acknowledged that you would lose your right of withdrawal upon complete performance of the contract.

In the case of a contract for the supply of digital content not supplied on a tangible medium, your right of withdrawal expires if we have begun performance after you expressly consented to performance beginning before the end of the withdrawal period, acknowledged that you thereby lose your right of withdrawal, and we have provided you with confirmation of that agreement and acknowledgement.

This instruction must be given to the consumer in text form before or at the time the contract is concluded, and it must be possible for them to store it. If it is not given correctly, the withdrawal period extends to twelve months and fourteen days.

ANNEX B — MODEL WITHDRAWAL FORM

Muster-Widerrufsformular

Complete and return this form only if you wish to withdraw from the contract.

To: BuonaLabs UG (haftungsbeschränkt), Maria-Goeppert-Straße 3, 23562 Lübeck, Germany — info@buonalabs.com

I / We (*) hereby give notice that I / we (*) withdraw from my / our (*) contract for the provision of the following service:

ORDERED ON (*) / RECEIVED ON (*)	
NAME OF CONSUMER(S)	
ADDRESS OF CONSUMER(S)	
SIGNATURE (ONLY IF SENT ON PAPER)	
DATE	

(*) Delete as appropriate.

ANNEX C — ORDER CONFIRMATION AND EARLY-START CONSENT

Use this page with every consumer order where work is to begin before the fourteen-day withdrawal period has expired. Without a signed early-start consent, work started early is at our risk and may have to be provided free of charge.

CONSUMER NAME

ADDRESS

EMAIL

SERVICE ORDERED

TOTAL PRICE INCLUDING
VAT (EUR)

PAYMENT SCHEDULE

EXPECTED DELIVERY

DATE OF ORDER

Early-Start Consent

- ☐ I expressly request that BuonaLabs begins performing the service before the end of the fourteen-day withdrawal period.
- ☐ I acknowledge that if BuonaLabs fully performs the service, I lose my right of withdrawal upon complete performance.
- ☐ Where the deliverable is digital content not supplied on a tangible medium: I expressly consent to performance beginning before the end of the withdrawal period and acknowledge that I thereby lose my right of withdrawal.
- ☐ I have received the withdrawal instruction in Annex A and the model withdrawal form in Annex B in a form I can store, and I have received and accept these Terms.

CONSUMER

Name

Title / role

Signature

Place and date

BUONALABS UG (HAFTUNGSBESCHRÄNKT)

Name

Title / role

Signature

Place and date
