

General terms and conditions

The Terms and Conditions were last updated on 22/09/2022

1. Introduction

These terms and conditions apply to this website and to transactions involving our products and services. You may be bound by additional contracts that relate to your relationship with us or to products or services you receive from us. If any provisions of the additional agreements conflict with any provisions of these Terms, the provisions of those additional agreements will prevail.

2. Obligation

By registering, accessing or otherwise using this website, you hereby agree to be bound by these Terms and Conditions set forth below. Your mere use of this website implies your knowledge and acceptance of these Terms and Conditions. In certain cases, we may also ask you to expressly agree.

3. Electronic communication

By using this website or communicating with us electronically, you agree and acknowledge that we may communicate with you electronically or send you email on our website and agree that all agreements, notices, disclosures and other communications that we send to you electronically comply with all legal requirements. Also includes, but is not limited to, the requirement that such communications be in writing.

4. Intellectual property

We or our licensors own and control all copyrights and other intellectual property rights in the Site and the data, information and other resources displayed or accessible on the Site.

4.1 All rights reserved

Except as otherwise provided in specific Content, you are not granted any license or other right under any copyright, trademark, patent or other intellectual property right. This means that you may not use, copy, reproduce, perform, display, distribute, embed in an electronic medium, modify, reverse engineer, decompile, transmit, download, transfer, monetize, sell, market, or commercialize any resources on this Site in any form without our prior written permission, except and only to the extent otherwise provided in the provisions of mandatory law (such as the right to quote).

5. Newsletter

Notwithstanding the above, you may forward our newsletter in electronic form to others who may be interested in visiting our website.

6. Third party property

Our website may contain hyperlinks or other references to websites of other parties. We do not monitor or review the content of other parties' websites referenced from this website. Products or services offered by other websites are subject to the terms and conditions of those third parties. Opinions or materials expressed on these websites are not necessarily shared or endorsed by us.

We are not responsible for the privacy practices or the content of these websites. You assume all risks associated with the use of these websites and related third party services. We are not responsible for any loss or damage of any kind resulting from your disclosure of personal information to third parties.

7. Responsible handling

By visiting our website, you agree to use it only for the purposes intended and permitted by these Terms, additional agreements with us, and applicable laws, regulations, and generally accepted online practices and industry guidelines. You may not use our website or services to use, post, or distribute material consisting of (or linked to) malicious computer software. Use data collected on our website for direct marketing activities or conduct systematic or automated data collection activities on or in relation to our website.

Participation in any activity that causes or may cause damage to the Website or interfere with the performance, availability or accessibility of the Website is strictly prohibited.

To exercise the right of withdrawal, you must notify us of your decision to withdraw from this contract by a clear statement (e.g. a letter by mail, fax or e-mail). You can find our contact details below. You can use the attached sample withdrawal form, but this is not mandatory.

8. Ideas submission

Do not submit any ideas, inventions, works of authorship, or other information that may be considered your own intellectual property that you wish to present to us unless we have previously signed an intellectual property agreement or non-disclosure agreement. If you do so without such written agreement, you grant us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media .

9. Termination of use

We may, in our sole discretion, modify or discontinue, temporarily or permanently, access to the Website or any service thereon at any time. You agree that we will not be liable to you or to any third party for any such modification, suspension or discontinuance of your access to or use of the Site or any Content you may have shared on the Site. You will not be entitled to any compensation or other payment even if certain features, settings and/or Content that you have contributed or relied upon are permanently lost. You may not circumvent or attempt to circumvent any access restriction measures on our website.

10. Guarantees and liability

Nothing in this section shall limit or exclude any warranty implied by law, the limitation or exclusion of which would be unlawful. This Site and all Site Content are provided "as is" and "as available" and may contain inaccuracies or typographical errors. We expressly disclaim any express or implied warranties of any kind as to the availability, accuracy or completeness of the content. We do not warrant that:

This website or our content will meet your requirements.

This website will be uninterrupted, timely, secure or error-free.

Nothing on this website constitutes or is intended to constitute legal, financial or medical advice of any kind. If you need advice, you should consult an appropriate professional.

The following provisions of this section apply to the maximum extent permitted by law and do not limit or exclude our liability in respect of any matter which would be unlawful or illegal for us to limit or exclude our liability. In no event will we be liable for any direct or indirect damages (including damages for loss of profits or revenue, loss of or damage to data, software or database, or loss of or damage to property or data) suffered by you or any third party arising out of your access to or use of our website.

Except as otherwise expressly provided in any additional agreement, our maximum liability to you for any damages arising out of or related to the Site or any products or services marketed or sold through the Site, regardless of the form of legal action imposing liability (whether in contract, equity, negligence, willful misconduct, tort or otherwise) will be limited to the total price you paid to us to purchase such products or services or to use the Site. This limitation applies in the aggregate to all of your claims, actions and causes of action of every kind and nature.

11. Privacy

In order to access our website and/or services, you may be required to provide certain information about yourself as part of the registration process. You agree that all information provided by you will always be accurate, correct, and up to date.

We have developed a policy to address any privacy concerns. For more information, please refer to our Privacy Policy and our Cookie Policy.

12. Export Restrictions / Compliance with Laws

Accessing the website from territories or countries where the content or purchase of products or services sold on the website is illegal is prohibited. You may not use this website in violation of Germany's export laws and regulations.

13. Assignment

You may not assign, transfer, or otherwise convey your rights and/or obligations under these Terms and Conditions to any third party, in whole or in part, without our prior written consent. Any purported assignment in violation of this section is void.

14. Violation of these Terms and Conditions

Notwithstanding any other rights we may have under these Terms and Conditions, if you violate these Terms and Conditions in any way, we may take such action as we deem appropriate to address the violation, including temporarily or permanently blocking your access to the website, contacting your Internet service provider to request that they block your access to the website, and/or taking legal action against you.

15. Force Majeure

Except for payment obligations, a delay, failure, or omission by a party to perform or comply with any of its obligations under this Agreement shall not be considered a breach of these Terms and Conditions if and to the extent such delay, failure, or omission is caused by reasons beyond the reasonable control of such party.

16. Indemnification

You agree to indemnify, defend, and hold us harmless from and against any and all claims, liabilities, damages, losses, and expenses arising out of or in connection with your breach of these Terms and Conditions and applicable laws, including intellectual property and privacy rights. You will promptly reimburse us for any damages, losses, costs, or expenses we incur in connection with or arising out of such claims.

17. Waiver

Failure to enforce any provision of these Terms and Conditions or an Agreement or to exercise any option to terminate shall not be construed as a waiver of such provisions and shall not affect the validity of these Terms and Conditions or any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

18. Language

These Terms and Conditions shall be interpreted and construed exclusively in German. All notices and correspondence shall be made exclusively in this language.

19. Entire Agreement

These Terms and Conditions, together with our Privacy Policy and our Cookie Policy, constitute the entire agreement between you and OCQ – Outdoor Cooking Queen with respect to your use of this website.

20. Update of these Terms and Conditions

We may update these Terms and Conditions from time to time. You are responsible for checking these Terms and Conditions regularly for changes or updates. The date stated at the beginning of these Terms and Conditions is the last revision date. Changes to these Terms and Conditions will be effective as soon as such changes are posted on this website. Your continued use of this website following the posting of changes or updates constitutes your acceptance of and agreement to comply with these Terms and Conditions.

21. Choice of Law and Forum

These Terms and Conditions shall be governed by the laws of Germany. Any disputes arising out of or in connection with these Terms and Conditions shall be resolved exclusively in the courts of Germany.

22. Contact Information

This website is owned and operated by OCQ - Outdoor Cooking Queen.

You can contact us regarding these terms and conditions in writing or via email at the following address:

Owner: Nadine Pollex

Webergasse 7

73728 Esslingen

23. Download

You can also download our general terms and conditions as a PDF file.