

# The tomato example

## Worksheet 1

We all have to make financial decisions every day, and Martin was also told by his parents to go shopping today. Martin is to buy tomatoes and can buy them individually or in boxes. 1 kg of tomatoes costs 2.49 euros. A box of 10 kg costs 19.99 euros. Martin compared both prices and makes the decision to buy the 10 kg box.

Question 1: What reasons could Martin have for this decision?

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Question 2: On the other hand, what is the argument against Martin's decision to buy the 10 kg box?

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# Role play and here we go!

### Imagine the following situation:

You are 3 friends, Paul, Sandra and Lucca, and you attend the same school. Paul is the only one of you who doesn't have a cell phone yet. Now you're at Paul's house and want to convince the parents that Paul needs a cell phone, too.

The following questions might help you prepare for the exchange:

- Why does Paul need his own cell phone anyway?
- What should the cell phone absolutely be able to do?
- Contract or prepaid card - what about the costs?
- What suggestion could you make to the others to find a common solution/compromise?

### You will take on one of the following roles:

**Paul:** I haven't been in the clique that long and, at 12, I'm the youngest. I often save some of my pocket money and don't buy new things that often. But now I also want to have a cell phone so I can make calls and write messages myself.

**Sandra:** I'm 14 and the oldest in the clique and have had my own cell phone for a while. My parents give me 15 euros every month for a prepaid card. However, if I make more calls, I have to buy a new card myself from my pocket money.

**Lucca:** I'm 13 and everything I own is always cutting edge. My parents pay for everything I want. I have the latest phone always and I think Paul should get such a great device too.

**Paul's mother:** I want Paul to always be available from now on and to be able to call me anytime. But I definitely don't want Paul's phone to have Internet access.

**Paul's father:** While I also want Paul to get a cell phone, I am afraid of uncontrolled costs. Paul has 2 younger siblings who also want something new all the time, and we also just moved, which was pretty expensive.

### Please complete tasks as follows

Those who do not participate watch the others participate.

My arguments:

1.

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2.

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3.

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Solution/Compromise Proposal:

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# Ad analysis

## Worksheet 1

1. Selects an advertisement from a magazine.
2. Examines the advertisement. The following questions will help you:

Write down the points you like about the advertisement.

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List the points you don't like about the ad.

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Names tools that advertising uses.

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Describe the effect that advertising has on you.

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Justify your guess as to why this particular product is advertised in this magazine.

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Justify your guess as to who the advertisement is intended to appeal to.

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# Chocolate experiment

## Group A



**Brand**

Offer I (branded chocolate):  
Price per unit: EUR 0,11



**No-name**

Offer II (No-name chocolate):  
Price per unit: EUR 0,01

Task: Which offer do you accept? Only one unit per person is available. Please check.

Offer I

Offer II

## Group B



**Brand**

Offer I (branded chocolate):  
Price per unit: EUR 0,10



**No-name**

Offer II (no-name chocolate):  
Price per unit: Free

Task: Which offer do you accept? Only one unit per person is available. Please check.

Offer I

Offer II

# What does § 110 in the German Civil Code (BGB) regulate?

If young people under the age of 18 want to enter into a legally valid contract of sale, they can normally only do so with the express consent of their legal representative (a legal guardian).

How can it be that young people can still buy something independently and legally without the express consent of a parent or guardian?

## § Section 110 BGB provides remedy

Young people can also enter into a legally valid contract of sale if they have the money

- Exactly for the purpose or
- Have received at their free disposal

So if the young person

- Pocket money
- Money for birthdays and other holidays
- Work, e.g., for washing the car or mowing the lawn, for a specific purpose or for free disposal, this shall be deemed to be consent to the specific conclusion of the contract

**That is why § 110 is figuratively called the pocket money paragraph.**

## Does the allowance paragraph apply to everyone under 18?

- No, it only applies to young people who already have limited legal capacity
- Young people with limited legal capacity are those who have reached the age of seven, i.e. from their seventh birthday. This is regulated in § 106 BGB

## But: There are exceptions or special cases.

- However, if parents expressly prohibit the purchase of certain goods, youths may not purchase them, even if they use their own money to do so
- This restriction applies even if such a prohibition can be assumed in principle, e.g. the prohibition to buy cigarettes

## Special case "continuing obligations"

- Cell phone contracts, installment contracts or magazine subscriptions, etc. are "pending invalid". They shall only become effective if the legal representative subsequently consents
- This rule also applies to particularly expensive products, the purchase price of which cannot usually be saved up through pocket money, etc.

## Special case animals

From a purely legal point of view, animals are treated like things. But because they have sensations like "pain" can have, the Animal Welfare Act takes effect. The consent of the legal representative is mandatory for adolescents

- Under 16 years of age when purchasing warm-blooded animals (e.g., a dog)
- Under 14 years of age when purchasing vertebrate animals (e.g., fish)

# General terms and conditions for department store "Lucky Find" and "Lucky Find Online"

## Exchange

Within 14 days we will exchange new products without giving reasons and you will receive an equivalent product or a merchandise voucher in the amount of the purchase value.

## Delivery conditions

Orders placed with the "Lucky Find Online" department store are sent to the customer:

- The goods are securely packed and shipped by parcel service usually within five working days
- Transportation costs are borne by the purchaser (see table for fees)
- Transport is provided by the contract partner "Fast deliveries"
- The place of delivery is determined by the customer and specified in the order
- Jurisdiction: Munich

## Terms of payment

- Payment must be made within 14 days
- We accept payments in cash, by bank transfer, debit and credit card. For first-time online buyers, prepayment is required
- Interest and fees will be charged if payment is late. Interest of 0.6% per calendar month (7.2% per year) plus €25.00 one-time processing fee

## Right of withdrawal

- Within 14 days you can withdraw from the purchase contract under special conditions
- In the event of an effective revocation, the services received by both parties shall be returned and any benefits derived (e.g., interest) shall be surrendered. If you are unable to return the goods received in full or in part or only in a deteriorated condition, you may be required to pay us the value of the goods received substitute

## Warranty

In addition to the warranty\*, we give our buyers a voluntary further 1-year warranty on the functionality of our goods.

# General terms and conditions for department store “Lucky Find” and “Lucky Find Online”

## Description of the goods

The goods correspond to the packaging description. All individual parts are listed separately.

## Purchase via remote communication

If a contract is concluded using means of distance communication, the following provisions shall apply: The order by the customer constitutes a binding offer to conclude a purchase contract. An acceptance of this offer takes place either by explicit declaration of acceptance by mail or by e-mail, at the latest with dispatch or handover of the goods.

## Online orders

We guarantee our customers a 2-week right of withdrawal on all orders from department store “Lucky Find Online”.

## § Warranty

As a buyer, you have rights provided by law. These rights can be exercised at any time. The T&Cs must be subordinate to these rights. They are therefore "stronger" than the T&Cs.

If the buyer finds defects in the purchased goods, he is entitled by law for two years:

1. Subsequent performance: Repair or delivery of a defect-free replacement

Product After the second unsuccessful attempt at rectification:

2. Withdrawal from the contract: Return of the defective goods for a refund of the purchase price
3. Reduction of the purchase price: Keep the defective product, but ask for a reasonable price reduction

Attention:

- The warranty applies only if the defect was not caused by the buyer!
- If the defect becomes apparent in the first six months after purchase, the buyer does not have to prove that he has handled the product appropriately

# Purchases

## Worksheet 1a to 1e

### Purchase Situation: Skateboard



Hans bought a skateboard at the department store "Lucky Find". Five months later, a roll has broken off. He didn't get rough with the new board, though. The roller broke during normal use.

### Purchase Situation: Shoes



Two days ago, Tina ordered shoes from the department store "Lucky Find Online" and paid for them. These fit the size, but not the pants she wanted to wear with them.

### Purchase Situation: Smartphone



Three months ago, Sarah ordered a smartphone from the department store "Lucky Find Online". Unfortunately, it still has not arrived. She paid for the device in advance and "Lucky Find Online" thinks it shipped the device.

### Purchase Situation: Rain jacket



Markus bought a new rain jacket for his running training ten days ago at the department store "Lucky" bought and paid directly. He didn't try them on in the store. Unfortunately, it's way too big and he doesn't think the color is that nice anymore either.

### Purchase Situation: Jewelry



Hannah ordered jewelry from the department store "Lucky Find Online" for her 19th birthday. This was delivered seven weeks ago. However, she still has not paid him. She threw away the payment reminder she had received after four weeks. Now she has received a second reminder.

### Instructions

1. List the options available to the customer in your buying situation. Check the terms and conditions of the department store "Lucky find" and "Lucky find Online" and consider the rights established by law

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2. Justifies whether the customer can use the legal warranty or not

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3. Formulates a recommendation for the customer

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# Allianz Finance Workout Tips

Beware: in the sales contract you can find the rights and obligations for both buyers and sellers!

Be critical:  
Advertisement  
Is always trying to sell something.

Do not fall for the  
"free" trap!

Do not let yourself be  
fooled by brands!

Don't forget:  
Advertisement and  
marketing rarely  
show real life, they  
create an idealized  
version.

Read the fine print,  
the terms and  
conditions always  
have valuable info for  
consumers!

You have the right for  
a flawless products.  
Defective products  
must be repaired or  
replaced.

Keep your receipts so  
you can better protect  
your consumer rights!

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