

Terms and conditions of der DRS Fashion Concept GmbH

General terms and conditions which will apply to all contracts of purchase concluded via the platforms

www.uebervart-shop.de and www.uebervart.de

between

DRS Fashion Concept GmbH/ UEBERVART
- hereinafter „offerer“ -

and

the customers described in § 2 of these general terms and conditions
- hereinafter „customer“ -.

§ 1 Scope of application, Terminology

- (1) The following terms of use apply exclusively for each transaction between the offerer and the customer, and to the version valid at the time the contract is entered into. Other terms of use as used by the customer will not be accepted unless the offerer explicitly agrees in writing.
- (2) The customer is a consumer as long as the purpose of the ordered deliveries and performances cannot be linked to a commercial activity or to an activity of an independent entity. Any person, corporate body or non-incorporated firm is a business if acting in pursuance of a commercial or independent field of activity.

§ 2 Conclusion of contract

- (1) Every customer has the opportunity to choose between a variety of products, in particular apparel and accessories which can be selected by using the icon “add to cart”. All goods selected will then be placed in this virtual „shopping cart”. By using the icon “buy now” the customer signs a binding offer to purchase the products previously placed in the shopping cart. Before clicking the icon to place an order, the customer is able to review and change the contents of the shopping cart. Before the customer signs the binding offer to purchase, he will be asked to „accept the terms of use“. By confirming, the terms of use automatically become part of the contract between the customer and the offerer.
- (2) The offerer then automatically sends an acknowledgement of receipt via e-mail to the customer, in which the order is listed and which can be printed by the customer by clicking the “print” icon. This acknowledgement of receipt merely documents that the offer to buy has arrived and does not constitute an acceptance of the request. The contract shall be deemed concluded only with the delivery of the ordered goods.

§ 3 Delivery, availability of goods

- (1) If one of the ordered goods is unavailable, the offerer will inform the customer immediately in a separate e-mail. If the product will not be available within the foreseeable future, the offerer shall not accept the order and no contract will be concluded.
- (2) The offerer is entitled to issue partial deliveries, if only parts of the order are unavailable. In this case, the contract of purchase is concluded only regarding the available part of the order.
- (3) If one of the ordered goods is temporarily unavailable, the offerer will inform the customer immediately in a separate e-mail. If the delay of delivery is to last longer than two weeks, the customer has the right to withdraw from the contract. In this case, the offerer is also entitled to withdraw from the contract and the offerer will automatically refund all payments already made by the customer.

§ 4 Title retention

Until full payment of all claims the goods shall remain the property of the offerer.

§ 5 Prices and shipping costs

- (1) All prices listed on the website of the offerer include the packing and applicable sales tax.
- (2) The corresponding shipping costs will be listed in the order form. These costs are to be paid by the customer.
- (3) All goods are sent via post. The delivery address is accepted only if the country of destination appears on the list of the offerer on www.uebervart.de. The offerer bears the risk of shipment.

§ 6 Payment arrangements

- (1) The customer has the right to pay via credit card, by immediate transfer (only in Germany), cash in advance (only in Germany, Austria and Switzerland), PayPal or purchase on account (only in Germany).
- (2) The offerer is entitled to cede his purchase price claim to a third party (currently: Billsafe GmbH) only for the purpose of payment processing, if the customer chooses "purchase on account" as payment method.
- (3) If the customer chooses „cash in advance“ as payment method, he has to transfer the amount deriving from the confirmation e-mail to the following bank account of the offerer:

Recipient:	DRS Fashion Concept GmbH
Bank:	Deutsche Bank
Bankcode:	500 700 24
Account number:	350 201 003
IBAN:	DE98500700240350201003
BIC:	DEUTDEDBFRA

The ordered goods will be delivered to the customer only after receipt of the amount on the offerer's bank account.

- (4) Payment is due immediately with contract conclusion. If a time according to calendar is defined for the payment, the customer defaults without prior notice by exceeding this deadline. In this case, the customer shall pay default interest at a rate of 5% p.a. above the relevant interest rate.
- (5) The customer's obligation to pay interest does not exclude the offerer from claiming for any further losses caused by the delay.

§ 7 Guarantee and material defects

- (1) The offerer is responsible for material defects according to German law, in particular §§ 434 (following) of the German Civil Code. The warranty period for businesses amounts to 12 months starting from delivery of the good.
- (2) A guarantee for the delivered goods is granted only if it has been specifically stated in the respective confirmation for each article.

§ 8 Liability

- (1) The right of the customer to claim compensation is excluded, except for compensation to the customer for injury to life, body, health or from violating essential obligations of the contract, as well as liability for other damages, which are based on premeditated or culpable negligence of the offerer, its representatives or agents. Essential obligations are such obligations which are required for achieving the goal of fulfillment of the contract.
- (2) Should the offerer violate these essential obligations, the offerer is only liable for such damages which are typically foreseeable for the contract and if these were caused by negligence, except for the compensation of the customer regarding injuring to life, body or health.
- (3) The limitations in (1) and (2) are also valid for the representatives or agents of the offerer, if the right is brought directly against them.
- (4) The regulations of the Product Liability Act are unaffected.

§ 9 Widerrufsbelehrung

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good. To exercise the right of withdrawal, you must inform us

UEBERVART/DRS Fashion Concept GmbH
Kleiner Hirschgraben 14
60311 Frankfurt
Germany
Telephone +49 (0) 69- 84848008
Telefax +49 (0) 69 – 84848007
E-Mail info@uebervart.de

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, 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, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 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. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us

UEBERVART/DRS Fashion Concept GmbH
Kleiner Hirschgraben 14
60311 Frankfurt
Germany

without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

End of the information about the right of withdrawal

§ 10 Notice for data processing

- (1) The offerer collects data from the customers necessary for the execution of the contract. The offerer observes the Federal Data Protection Act and the „Telemediengesetz“. Without the consent of the customer the offerer will only ask for, use or work with data from the customer as it is needed for fulfilling the contract in a proper manner and to draw up an account for teleservices.
- (2) Without the consent of the customer the offerer will not use customer data for commercial purposes, public opinion research or market research.
- (3) The customer has the possibility to review, change or delete his data via the “My Account” icon in his profile at any time. Regarding the consent of the customer, more information about the collection, use and work with data can be found on the website of the offerer in printable form via the data privacy icon.

§ 11 Final Clause

- (1) All contracts between the offerer and the customer are based on German law under exclusion of the UN Convention on Contracts for International Sale.
- (2) If the customer is businessperson, a corporate body organized under public law or a separate entity under public law, court of jurisdiction is Neckarsulm for all disputes between the offerer and the customer.
- (3) Should any parts of the contract become null (void) the remainder of the contract is binding.

