

# General Terms

## General Terms and Information for Mail Order and Online Sales

### 1. General

The following General Terms and Information are binding for all contracts, made via the Online-Shop at „www.shop.american-dancewear.de" or other means of ordering according to the goods catalog of the seller. These terms and information are not in effect for sales, which are solely made in the shop of the seller. Offering and selling is AMERICAN DANCEWEAR e.K., Owner Klaus-J. George, Werkstraße 5, 24955 Harrislee - Germany („AMERICAN DANCEWEAR"), registered at Handelsregister at Amtsgericht Flensburg HRA 3773, Tel. +49 (0)461-978786-0, E-Mail info@american-dancewear.de, Fax +49 (0)461-978786-29.

General Terms differing and/ or contrary to these General Terms are not accepted by AMERICAN DANCEWEAR unless AMERICAN DANCEWEAR has accepted these expressly in writing. This is also valid if AMERICAN DANCEWEAR fulfills the customer's order in the knowledge of contrary or differing conditions without any reservation.

This document is always access-able on the website of AMERICAN DANCEWEAR and is available as PDF-download. Additionally, AMERICAN DANCEWEAR sends the customer these General Terms and Information in the process of confirming the order for every contract via Online-Shop or Mail Order.

### 2. Contract

The customer agrees to a binding contract with AMERICAN DANCEWEAR. In the process of ordering or by mail order the customer makes a binding contract offer. The contract will be accepted by AMERICAN DANCEWEAR separately. Immediately after sending an order the customer will receive an e-mail confirming that the order was received. This confirmation does not include the acceptance of the offer. The acceptance will be sent by a separate order confirmation via e-mail or by delivery of the goods – in each case at the latest within five work days after receiving the order. Has prepayment been agreed on the contract is binding with the receipt of the payment. AMERICAN DANCEWEAR is entitled to refuse offers of customers without a reason. Orders with delivery addresses other than listed in the catalog or in the online-shop are not possible.

### 3. Process of Ordering and Payment in the Online-Shop

By picking the goods in the online-shop the goods are placed in the virtual shopping cart. On the online shopping cart it is possible to add goods to the personal shopping cart by clicking the button "shopping cart". In the shopping cart all chosen products including cost of shipment and the grand total are listed. Single items or the total shopping cart can be deleted. The order will be binding after entering the necessary personal data and clicking the button "Buy". By clicking the button "Buy" a binding offer of contract is made.

### 4. Return Policy

In case the customer wants to use the right if withdrawal (see the following) the customer has to pay the immediate cost of returning the goods.

### 5. Right of Withdrawal

Is the customer a consumer according to § 13 BGB, he has the right of withdrawal according to the following "Advice on the Right of Withdrawal". Consumer is each individual person who is agreeing on a contract which cannot be attributed in the main part to his or hers business or self-employed work.

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### Advice on the Right of Withdrawal

Right of Withdrawal:

You have the right to withdraw from this contract within 14 days without stating any reasons. The deadline is 14 days, beginning with the day you or a third party nominated by you who is not the transporter, have taken the goods in custody. In case of a contract for multiple goods which were ordered with a single order or which are delivered separately the deadline for the right of withdrawal the deadline for the right of withdrawal starts 14 days after you or the third party nominated by you who is not the transporter has received the last of the good or goods.

To use the right of withdrawal you have to declare to us, AMERICAN DANCEWEAR e.K., Werkstraße 5, 24955 Harrislee, Tel. +49 (0)461-978786-0, E-Mail: [sales@american-dancewear.de](mailto:sales@american-dancewear.de), Fax +49 (0)461-978786-29, by specific statement (e.g. a letter sent by mail, Telefax or E-Mail) that you want to withdraw from this contract. You may use the included sample form. The use of the included sample form is not mandatory.

To comply with the deadline it is sufficient that you send the statement about the use of the right of withdrawal on time.

#### Consequences of the Withdrawal:

If you withdraw from this contract, we have to refund to you all payments we have received including the cost of delivery (but not the additional cost, resulting in another kind of delivery compared to our most cost efficient standard delivery) immediately and at the latest within 14 days beginning with the day we received your statement about your withdrawal from the contract. For the refund we will use the same kind of payment which you used for the original transaction, other than we agreed with you specifically on a different form. In no circumstances will we charge a fee for the refund. We can refuse the refund until we received the goods back or you sent us proof that you sent the goods back, whichever is earlier.

You have to send back or deliver the goods to AMERICAN DANCEWEAR e.K., Werkstraße 5, 24955 Harrislee immediately and at the latest within 14 days beginning the day you informed us about your withdrawal from the contract. To comply with the deadline it is sufficient if you send out the goods before the deadline of 14 days ends.

You have to refund a possible loss of value of the goods only if the loss of value is the result of handling the goods in a way which is not necessary to check the condition, characteristics and functioning of the goods.

#### End of the Advice on the Right of Withdrawal

### Sample Form for the Withdrawal from Contract

(If you want to withdraw from the contract please fill out this form and send it back.)

- To AMERICAN DANCEWEAR e.K., Werkstraße 5, 24955 Harrislee, Telefax +49 (0)461 978786-29, E-Mail: [sales@american-dancewear.de](mailto:sales@american-dancewear.de)
- I/ We(\*) declare the withdrawal from my/ our (\*) contract about the buying of the following goods(\*)/ the following service(\*)
- ordered on(\*)/ received on(\*)
- Name of the buyer
- Address of the buyer
- Signature of the buyer (when on paper only)
- Date

\* Please delete where inapplicable

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#### 6. Retention of Title

The ownership of the goods remains with AMERICAN DANCEWEAR until payment has been made by the customer in full. In case the customer is a commercial or a self-employed business, the ownership of the goods bought transfers from AMERICAN DANCEWEAR to the customer not before the customer has paid all receivable of AMERICAN DANCEWEAR from the pending business relationship in full. In case the retention of title of AMERICAN DANCEWEAR on the goods bought in a business transaction ceases to exist due to reselling, combining with or working done on the goods, the goods are replaced by cession of the claims or the receivable resulting of these sales.

## **7. Prices and Terms of Payment**

The total price of the goods which is stated during the process of ordering or is the result of the catalog order is due after the offer is made by the customer and has been accepted by AMERICAN DANCEWEAR. The possible methods of payment are stated during the process of ordering or in the catalog. Credit card payments are charged to the customer after the offer has been accepted by AMERICAN DANCEWEAR. Other means of payment offered in the online-shop are handled accordingly.

All prices stated include the value added tax which legally has to be applied. Additional costs of delivery, packaging or insurance are stated as well and have to be paid by the customer. The customer is not entitled to an early payment discount. For direct debit and credit card payments which are refused due to circumstances influenceable by the customer AMERICAN DANCEWEAR is entitled to charge an appropriate service fee to cover the cost charged by third parties as well as own costs of handling.

The deduction of own receivables against AMERICAN DANCEWEAR is barred if the demand is not undisputed or legally entitled. The customer has a right to hold back payments only if the demands are subject to the same contract.

## **8. Delivery/ Part Delivery**

AMERICAN DANCEWEAR is entitled to an early or part delivery but tries to deliver an order in one delivery. If the customer is not a consumer, the customer covers the risk of transport. The customer will not be charged for additional cost due to part deliveries. Part deliveries are excluded if they are unreasonable for the customer. Deliveries will be made in the case of acceptance of an order latest within 10 work days after the order has been received.

## **9. Warranty**

Defective merchandise is handled according to legal regulations. In case the customer is not a consumer it is the sole decision of AMERICAN DANCEWEAR to repair or to replace the defective goods. The defects liability period for new goods is two years, for used goods one year. If the customer is a business the defects liability period differing is always one year. If the customer is a business the duties of checking and complaining usual in commercial law apply in full extent.

## **10. Liability**

AMERICAN DANCEWEAR is liable for damages, regardless of the reason, only in case of deliberate act or gross negligence of the board or the assistants. The disclaimer does not include the negligence of essential parts of the contract but the liability is limited to the typically foreseeable damages. Essential parts of contract are abstract duties which are necessary for an orderly fulfillment of the contract and on which a contract party regularly can rely on. Liability for damages of life, bodily harm or health as well as due to the law of product liability is exempt.

## **11. Privacy**

As far as AMERICAN DANCEWEAR collects customer data in the process of handling orders, AMERICAN DANCEWEAR adheres to the applicable rules of the BDSG and TMG. AMERICAN DANCEWEAR keeps the data confidential and uses it only for necessary parts of contract. Data transfer to third parties is excluded.

## **12. Place of Fulfillment, Jurisdiction Applicable Law**

The contract is governed by the law of the Bundesrepublik Deutschland (Federal Republic of Germany) excluding the UN Convention on Contracts for the International Sale of Goods (CSIG). Sole jurisdiction and place of fulfillment for all claims and enforcements of contract according to these General Terms is Harrislee – if the customer is a business, a corporate body under public law or public separate assets. This applies too, if the customer has no legal residence in Germany.

Alternative dispute resolution according to Art. 14 Abs 1 ODR-VO and § 36 VSBG:

*„The European Commission provides an online-platform for dispute resolution (os-platform), which you can find at <http://ec.europa.eu/consumers/odr/>. We are not required to take part in an alternative dispute resolution and will not do so. Our e-mail-address is as follows [sales@american-dancewear.de](mailto:sales@american-dancewear.de).“*

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