

## **Terms and Conditions of Business**

**Fets Fash GmbH**

**Tulpenstraße 1**

**95186 Höchstadt/Germany**

**Effective 01. November 2003**

### **1. Contractors**

Your contractor is the Fets Fash GmbH, Tulpenstraße 1, 95186 Höchstadt/Germany (hereinafter "Fets Fash"). We accept contracts with end customers and dealers.

### **2. Contract and contractual documentation**

The contract comes off with your order confirmation by e-mail.

The specific contract requirements relating to your order will be stored in Fets Fash and after completion of the order process can be retrieved. You can search your personal login to [www.fets-fash.com](http://www.fets-fash.com) under "Pers. Edit profile "of your orders and check the status of your orders and edit your data.

### **3. Payment Terms**

We deliver by payment, credit card (Visa, Mastercard) or Paypal.

If you purchase advance by bank transfer please transfer the invoice without deduction within 14 days after receiving the e-mail received order confirmation. We reserve the right to refuse delivery on account and cash on delivery without stating a reason.

For international transfers, make sure that the transfer amount to cover all bank charges and the full invoice amount is credited to our account. The bank information for payment, we share with the order confirmation.

Did you pay by credit card (Visa, MasterCard) are elected, the amount will be charged to your credit card account in order is received.

### **4. Production time, Shipping and Delivery**

In-stock items will be shipped immediately upon receipt of payment. The production time for articles of the category is 2 weeks spandex, latex articles of the category is 6 weeks after receipt of payment . We ship exclusively DHL as an insured package, the cost of shipping are borne by the buyer. The delivery fee is 5.90 Euro in Germany, the countries of the European Union 17.00 Euro and 25.90 Euro countries worldwide. You will find all information about shipping costs and delivery times under "Info" on [www.fets-fash.com](http://www.fets-fash.com).

### **5. Revocation**

#### **Withdrawal**

You can cancel your contract within 14 days without giving any reasons in text form (Letter, fax, e-mail) or - if the goods are delivered before the deadline - by Returning the item revoked. The time limit begins after receipt of this notification in writing, but not before receipt of the goods to the consignee (in case of recurring deliveries of similar were not before the first partial delivery) and also does not fulfill our Obligations under Article 246 § 2 in connection with § 1 Sections 1 and 2 EGBGB draft Law and our Obligations according to § 312g § 1 sentence 1 BGB in conjunction with Article 246 § 3 EGBGB. In order to maintain the revocation period is sufficient to send the revocation or the goods. The revocation must be sent to:

Fets Fash GmbH

Christine Günthel

Tulpenstrasse 1

95186 Höchstadt

Tel.: +49 (0)9235 968355

Fax: +49 (0)9235 968358  
E-Mail: order@fets-fash.com  
Internet: www.fets-fash.com

### **Consequences**

In the case of an effective withdrawal, the mutually received benefits and any benefits ( interest) surrendered. Can you give us the received Performance and utilization ( benefits) are not or partly or only in issue to return a deteriorated condition or you will be obliged to Postage charges. For the deterioration and derived benefits, you must Pay compensation only if the use or the deterioration in their relation to the Matter and if the error on the assessment of the characteristics and functioning goes. The term "examination of the characteristics and functioning" refers to the testing and Try the respective goods, such as it is in our store and customary. Transportable items are to be returned at our risk. They have regular To bear the costs of return if the delivered goods ordered and if the Price of the item to be returned does not exceed € 40, or if you a higher price the thing at the time of the revocation yet the return or a contractually agreed part payment provided. Otherwise, the return is for you free. Not parcel things are picked up. Obligations to Reimbursement of payments must be made within 30 days. The period begins with the dispatch of the notice of revocation or the thing for us upon receipt.

### **exclusion of the right of withdrawal**

The right does not apply to contracts for the supply of goods to Customer specifications or are manufactured to the personal needs cut or which are not suitable due to their condition for a return or spoil quickly or whose expiration date has passed, the supply of audio or Video recordings or software if the disk supplied by you unsealed have been and the supply of newspapers and magazines (unless you their contract for the supply of newspapers and magazines by telephone have made).

### **End of withdrawal**

#### **Please note:**

Please send, if possible, to return the goods freight prepaid package rather than us. Gladly we will refund also the postage costs in advance, if we bear the return costs have. Please avoid damage and contamination of the product. Return the goods if possible in original packaging with all accessories and with all packaging components back to us. Unless you do not have the original packaging, please ensure the Prevent damage to a suitable package. The above procedures are not a prerequisite for the effective exercise of the Right to retract.

### **6. Warranty Policy**

Please reclaim manufacturing, material defects and shipping damage immediately. For all during the statutory warranty period occurring defects of the goods which are legal claims for remedy to remedy the defect / new delivery, and - if the legal prerequisites - the broader claims for reduction or withdrawal.

The warranty requires that the delivered goods have been properly stored and handled. Care instructions of material types, refer to the item description of the websites. Latex clothing can only be treated with cleaning agents recommended by us and must be stored according to instructions. Elastic garments should not be overstretched. Burst seams due to small sizes are not a guarantee of ordered reason. Also please announce warranty returns. Color variations in traffic-frame, such as typographical conditioned, have no shortage.

### **7. Retention of title**

Our deliveries take place under retention of title. ) Until all claims (including claims from current account balance, which we are entitled from any legal ground against the buyer, the goods supplied by us remain our property.

## **8. Limitation of Liability**

Claims for damages due to impossibility of performance, positive breach of obligation, culpa in contract or tort claim against us are only for gross negligence or intentional act. In particular, claims against us are excluded unless the buyer or third party damage this does to the vendor's products are used for purposes other than purely decorative purposes, or clothing.

## **9. Privacy**

All personal data is treated confidentially. In connection with the business, the buyer's personal data will be electronically processed by the Seller in accordance with the statutory provisions. Should it be necessary for the transaction, data will be passed on to affiliated companies.

In computing your right to protection under the statutory provisions to be considered.

For more information about privacy and cookies, visit [www.fets-fash.com](http://www.fets-fash.com) under "Privacy."

## **10. Jurisdiction and Applicable Law**

Have you as a consumer is not domiciled within the European Union, the Blenheim is as our place of business. When dealing with end users within the European Union, the law can be applicable in the place where the end user, unless it is mandatory consumer rights. Mandatory rules are available on consumers' shall not prevent, then for the German law of contract concluded with you.

## **11. Final Provisions**

Should any of the foregoing provisions - be - or become invalid for whatever legal reason, this will not affect the validity of the remaining provisions shall not be affected.

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