



INNOVATIVE STABLE-CLOTHING. MADE IN GERMANY.

## CANCELLATION POLICY

### Right of withdrawal

You have the right to revoke this contract within fourteen days without further statement of reasons.

The period is fourteen days from the day on which you or a third party indicated by you, other than the carrier, take or takes possession of the goods.

In order to exercise your right of withdrawal, you must inform us (hairtex e. K., Christina Berger, Rumersham 9 a, D-83119 Obing, Phone: +49 (0) 86 24 / 89 13 79, Fax: +49 (0) 86 24 / 89 13 83, E-Mail: cb@hairtex.de) about your decision to revoke this contract by means of a clear declaration (e.g. a letter sent through the mail, fax or e-mail). You can use the included sample withdrawal form, but this is not mandatory. To comply with the revocation period it is sufficient to send off the revocation notice before the withdrawal period is expired.

### Consequences of withdrawal

If you withdraw from this contract, we are obligated to return all payments we have received from you, including the shipment costs (except for additional costs that may arise if you have selected a different type of shipment than the favourable standard shipment) without delay and no later than fourteen days after we have received your revocation notice. For this repayment we will use the same payment method that you have used for the initial transaction unless something else was expressly agreed upon with you; in no event will there be any charge made to you because of this repayment. We can refuse repayment until we have received the goods back or until you provide evidence that you have returned the goods, depending on which is the earlier.

You must send back or hand over the goods to us (hairtex e. K., Christina Berger, Rumersham 9 a, D-83119 Obing) without delay and in any case no later than within fourteen days after informing us about your withdrawal from the contract. The time limit is complied with if you send the goods before the expiry of the 14 day period. You bear the direct costs of the return shipment of the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary for testing the quality, characteristic and functionality of the goods.

## WITHDRAWAL FORM

(If you wish to withdraw from the contract complete and return this form)

To

**hairtex® e. K.**

**Christina Berger**

**Rumersham 9 a**

**D-83119 Obing**

**Fax: +49 (0) 86 24 / 89 13 83**

**E-Mail: cb@hairtex.de**

I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/provision of the following service (\*):

ORDERED ON (\*) / RECEIVED ON (\*):

CONSUMER(S) NAME:

CONSUMER(S) ADDRESS:

DATE:

CONSUMER(S) SIGNATURE (only in case of notice on paper):

(\*) Delete as applicable.

## ADDITIONAL INFORMATION FOR THE RETURN DELIVERY

(Information is optional)

Please only note bank details for repayments if you do not wish to order a replacement!

CUSTOMER-NUMBER:

INVOICE-NUMBER:

ACCOUNT HOLDER:

IBAN:

BIC-CODE:

BANK:

ARTICLE	AMOUNT	REASON FOR RETURN			<b>PLEASE NOTE :</b> After returning the goods there is no automatic new delivery. Please order the desired article again!
• <b>hairtex®</b> Stable-Cap with laces	<input type="text"/>	<input type="checkbox"/> too large	<input type="checkbox"/> too small	<input type="checkbox"/> Other	
• <b>hairtex®</b> Stable-cap with elastic band	<input type="text"/>	<input type="checkbox"/> too large	<input type="checkbox"/> too small	<input type="checkbox"/> Other	
• <b>hairtex®</b> Stable-Overalls	<input type="text"/>	<input type="checkbox"/> too large	<input type="checkbox"/> too small	<input type="checkbox"/> Other	

Our general terms and conditions, which are on the back of this form or can be found at www.hairtex.de and the following conditions for returns, shall apply: Please note that we can only take back goods that do not show any signs of use. The shipping costs for returns are borne by the customer, the shipping costs in case of goods exchanged is borne by hairtex e. K. . After withdrawal please return the goods to the following address:

**hairtex® e. K. · Christina Berger · Rumersham 9 a · D-83119 Obing, Germany**  
Phone: +49 (0) 86 24 / 89 13 79 · Fax: +49 (0) 86 24 / 89 13 83 · www.hairtex.de

# GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("GTC") apply to all future or already concluded purchase contracts through the website [www.hairtex.de](http://www.hairtex.de), or respectively, concluded purchase contracts with

Christina Berger, Rumersham 9a, D-83119 Obing, Germany.

On this website, Christina Berger operates a sales platform for clothing.

The sales platform is available in the languages German, English and French. Upon conclusion of the contract, the contract text is insofar saved through Christina Berger, as the ordering information is stored. The customer receives the ordering information in form of an order confirmation via e-mail.

The following terms used in these GTC – including their plural form – have below mentioned meaning:

**Customer:** Any natural or legal person or non-incorporated firm that concludes a purchase contract with Christina Berger.

**Consumer:** Any natural person who does not act for the purposes of his commercial or independent professional occupation when concluding the purchase contract.

**Entrepreneur:** A natural or legal person or a non-incorporated firm who acts in a commercial or self-employed professional capacity when concluding the purchase contract.

**Purchase Contract:** The contract between Christina Berger and the customer concerning the procurement of goods.

## 1. Area of Validity

The GTC, which can be viewed at any time under [www.hairtex.de/gtc/](http://www.hairtex.de/gtc/), are valid for purchase contracts between Christina Berger and the customers exclusively; any deviating or conflicting provisions through the customer shall not be recognized, unless Christina Berger has given her prior consent for the individual case in writing.

## 2. Conclusion of the purchase contract

2.1 The representation of the products in the online Shop does not represent a legally binding offer, but noncommittal information.

2.2 The customer orders the requested goods by sending the information which is entered completely into the website order mask ("contractual statement"). Before sending the contractual statement the customer may review and, if required, correct his details. After sending out the information, the customer will promptly receive an e-mail, confirming receipt of the order ("order confirmation"). This order confirmation does not yet constitute Christina Berger's acceptance of the contractual statement.

2.3 The contract shall not come into effect until Christina Berger accepts the contractual statement by transmitting a confirmation of acceptance to the customer and by requesting payment of the purchase price from the customer.

## 3. Purchase price, payment date, payment and default of payment

3.1 The purchase prices stated on the sales platform are understood to be gross prices (including VAT, where applicable), plus packaging costs, shipping costs and insurance, as well as taxes, duties and charges.

3.2 The purchase price will become due immediately with conclusion of the contract. Payment of the purchase price is effected either by payment to a bank connection stated during the ordering process, through PayPal or through a credit card accepted by Christina Berger at the time of conclusion of the contract.

3.3 If the customer is in default, Christina Berger is entitled to demand the statutory default interest (5% per year above the respective base interest rate for consumers and 8% per year above the respective base interest rate for entrepreneurs in case of remuneration claims). Christina Berger's right to claim for any actual higher damage shall remain hereby unaffected.

## 4. Cancellation Policy: Right of revocation and consequences of revocation

4.1 If the customer is a consumer, he has a right of revocation in accordance with the following terms and conditions.

4.2 The right of revocation does not apply for contracts concerning

- the delivery of goods that are not prefabricated and the manufacture of which requires an individual selection or determination through the consumer, or goods that have clearly been tailored to the consumers personal needs.
- the delivery of goods which may spoil quickly or would be past their expiration date.
- the delivery of sealed goods that are not suitable for return in order to ensure the protection of health or for reasons of hygiene if their sealing has been removed after delivery.
- the delivery of goods that have, due to their nature, been inseparably mixed with other goods after delivery.
- the delivery of alcoholic beverages for which the price is agreed upon when the contract is concluded but which cannot be delivered earlier than 30 days after concluding the contract and the current value of which is dependent on market fluctuations that the entrepreneur has no control over
- the delivery of sound or video recordings, or computer software in sealed packages, if the seal has been opened after delivery.
- the delivery of newspapers, journals or magazines, with the exception of subscription contracts

4.3 The customer must bear the direct costs of the return shipment of the purchased item

## 5. Delivery and Retention of Ownership

5.1 After sending the Declaration of Acceptance, Christina Berger will deliver the ordered goods to the address stated in the order by the customer. All goods delivered by Christina Berger will remain property of Christina Berger until she receives payment of the purchase price in full and without reserve.

5.2 Prior to the transfer of ownership the customer can only access the goods with prior written consent by Christina Berger. Third parties' access, in particular such as attachments of the goods, must be reported to Christina Berger in writing immediately by the customer and the third party must be advised promptly of Christina Berger's retention of ownership.

## 6. Warranty

6.1 In case of defective goods the customer's claims are based on the legal provisions within the legal periods, insofar as no deviations ensue from the following provisions.

6.2 If the Customer is an entrepreneur and in case of new goods, the following applies (in case of used goods warranty claims of entrepreneurs shall be excluded, with the exception of claims for damages according to para. 7):

6.2.1 Provided the customer is a merchant and the purchase contract is part of his business trade, he must comply with his obligations to lodge a complaint according to § 377 of the German Commercial Code HGB. Christina Berger must be notified in writing of obvious defects without delay, no later than 7 days upon receiving the goods and in case of concealed defects no later than 7 days upon their discovery. In the event that a timely written notification shall not be made, the delivery shall be deemed approved.

6.2.2. If the customer reports a defect in due time he is entitled to either removal of the defects free of charge or the delivery of non-defective goods (supplementary performance), at Christina Berger's choice. Christina Berger has the right to refuse a certain type of supplementary performance or the entire supplementary performance if it is only possible at disproportionate costs.

6.2.3 If the supplementary performance fails or if it is refused, the customer has the choice to either rescind the contract or to reduce the remuneration. The supplementary performance is carried out at the original place of delivery; it is deemed to have failed after at least three unsuccessful attempts.

6.2.4 Returns of defective goods to Christina Berger for the purpose of supplementary performance require the written consent of Christina Berger. If Christina Berger delivers a replacement free of defects as form of supplementary performance the customer must immediately return the originally delivered goods. Replaced parts become property of Christina Berger.

6.2.5 Claims for defects will become statute-barred 1 year from delivery unless the defects have been fraudulently concealed or refer to guaranteed features. The limitation period is only then suspended by the supplementary performance, if Christina Berger expressly recognizes her obligation for supplementary performance in writing.

6.3 As for used goods, the customer's warranty claims become statute-barred 12 months after delivery; in all other cases, the statutory provisions apply.

6.4 Christina Berger is liable for defects only in accordance with the limitations set out in para. 7.

## 7. Liability

7.1 Christina Berger is liable for intentional acts and gross negligence as well as in the case of a breach of an essential contractual obligation, the fulfilment of which is a basic condition for contractual performance and on which the customer may regularly rely upon (cardinal obligation).

7.2 In cases of minor negligence of a cardinal obligation liability is limited to typical damage that was foreseeable at the time the contract was concluded. In case of minor negligence of contractually agreed secondary obligations, that are not cardinal obligations, Christina Berger will not assume liability.

7.3 In case of initial impossibility Christina Berger can only be made liable if she was aware of the hindrance to performance, if it remained unrecognized through gross negligence or if a cardinal obligation was infringed through the initial impossibility.

7.4 If Christina Berger's liability is excluded or limited this shall apply also in respect of the personal liability on part of her employees, representatives and vicarious agents.

7.5 The aforementioned limitation or exclusion of liability shall not apply in the case of wilful concealment of defects or in case of assuming a guarantee or procurement risk, in case of liability for claims under the Product Liability Act and to claims based on personal injuries (loss of life, physical injury and damage to health). An amendment of the burden of proof to the disadvantage of the customer shall not be associated with this.

7.6. With the exception of claims for tort, the customer's claims for damages, for which liability is limited under this paragraph, shall become statute-barred within one year as of the start of the statutory limitation period, insofar as the customer is an entrepreneur. For customers who are consumers the statutory limitation periods shall apply.

## 8. Assignment, Offsetting, Right of Retention,

8.1 Claims may only be assigned to third parties after the prior written consent through Christina Berger.

8.2 Offsetting by the customer is excluded as far as the counterclaim has not been defined by enforceable final judgment, is not ready for decision or not uncontested, or it includes a claim for compensation for costs associated with the remedial of defects from the same contractual relationship. The customer, provided that he is an entrepreneur, can assert a right of retention with respect to claims made by Christina Berger only as far it is based on claims from the same contractual relationship, which are uncontested, ready for decision or defined by final enforceable judgment, or in case of an entitlement to the rectification of defects from the same contractual relationship.

## 9. Applicable Law, Legal Venue, Place of Performance

9.1 The purchase contract shall be subject to German law with the exclusion of the United Nations Convention on Contracts for the International Sale Goods (CISG).

9.2 If the customer is trader or legal person governed by public law or governed by public special funds, the court at the place of business of Christina Berger has exclusive jurisdiction for any and all disputes and claims ensuing from the sales contract and Obing (Germany) is place of performance. The same applies if the customer does not have a registered office in a member state of the European Union. In these cases, Christina Berger is also entitled to sue the customer at any other permissible place of jurisdiction.