

General Term and Conditions

1. Scope

The following Terms and Conditions apply to all orders placed via our online shop. Our online shop is for consumers only.

2. Contractual partner, formation of contract, options for corrections

The contract is concluded with **DS e-Sales GmbH** (formerly Brand Chain GmbH).

By placing the products in the online shop, we make a binding offer on our part to enter into a contract regarding those items. You may place our products in the shopping basket without obligation and amend your entries at any time prior to submitting your binding order by using the correction facilities that are provided for this purpose and explained during the ordering process. The contract is formed by clicking on the order button which indicates your acceptance of our offer concerning the goods contained in the shopping basket. Once you have sent your order you will immediately receive a confirmation via e-mail.

3. Contract language, saving of the contract text

The language(s) available for concluding the contract: German

We save the text of the contract and forward the order data and our Terms and Conditions to you on a durable medium. For security reasons, the text of the contract cannot be accessed via the internet.

4. Delivery conditions

Delivery costs may apply to the product prices displayed. Further information on delivery costs, if applicable, are explained within individual product offers.

We only dispatch goods en route; pick up by the customer is not possible.

We do not deliver to a „Packstation“.

5. Payment

The following payment methods are basically available in our online shop.

Advance payment

If you select advance payment we provide you with our bank details in a separate e-mail and deliver the goods on receipt of funds.

PayPal

In order to pay the invoice amount via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A, 22-24 Boulevard Royal, L-2449 Luxembourg („PayPal“), you must be registered with PayPal, legitimise yourself with your access data and confirm the payment instruction. The payment transaction will be processed by PayPal after placing the order. You will receive further instructions during the ordering process.

PayPal Plus

In cooperation with the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A, 22-24 Boulevard Royal, L-2449 Luxembourg („PayPal“), we offer you the following payment options as PayPal services. Unless otherwise specified below, payment via PayPal Plus does not require registration with PayPal. You will find further information within the respective payment option and in the ordering process.

PayPal

In order to be able to pay the invoice amount via the PayPal payment option, you must be registered with PayPal, legitimise yourself with your access data and confirm the payment instruction. The payment transaction will be processed by PayPal immediately after placing the order.

Direct debit via PayPal

Precondition for payment by direct debit via PayPal is an address and credit check, the payment is made directly to PayPal. By confirming the payment instruction, you grant PayPal a direct debit mandate. You will be informed by PayPal about the date your account is charged (so-called prenotification). The account will be charged before the goods are sent out.

Invoice payment via PayPal

Precondition for the invoice payment via PayPal is an address and credit check, the payment is made directly to PayPal.

Amazon Pay

In order to pay the invoice amount via the payment service provider Amazon Payments Europe S.C.A. 38 avenue J.F. Kennedy, L-1855 Luxembourg („Amazon“), you must be registered with Amazon, legitimise yourself with your access data and confirm the payment instruction. The payment transaction will be processed within one banking day after the order is placed. A banking day is any working day except Saturdays, national public holidays and 24th and 31st December each year. You will receive further information in the ordering process.

6. Retention of title

The goods shall remain our property until full payment is made.

7. Damage during delivery

If the goods are delivered with obvious damage caused during delivery, please report the defect to the carrier and notify us without delay. Failure to make a complaint or to make contact does not in any way affect your legal rights or the enforcement of such rights, notably your warranty rights. However, in doing so you help us to assert our own claims against the carrier or transport insurer.

8. Warranty and guarantees

8.1 Liability for defects

We are under a legal duty to supply products that are in conformity with this contract. For consumers, statutory warranty rights governed by the law of the country where the consumer has his habitual residence apply. Information on any additional guarantees and their precise conditions that may apply can be found next to the product and on specific information pages in the shop, if applicable. Complaints can be submitted by consumers and businesses to our contact details given in the supplier identification.

When you exercise your warranty rights and we deem it necessary to receive the goods back in order to examine your complaint, you must send back the goods at our cost to the address provided for this purpose. We are committed to respond to any complaint immediately, but no later than within 14 days of its submission.

8.2 Guarantees and customer service

Information on any additional guarantees that may apply and their exact conditions can be found with the product and on special information pages in the online shop.

Customer service: on weekdays from Monday to Thursday from 7:00 a.m. to 5:00 p.m. and Friday from 7:00 a.m. to 3:00 p.m. at Telephone number +49 3885 - 1314336 and by email at service@dse-sales.de

9. Liability

We shall in any case be liable without limitation for claims due to damages that have been caused by us, our legal representatives or legal agents

- for injury to life, limb or health
- for deliberate or grossly negligent breach of duty
- for guarantee commitments, where agreed
- towards consumer.

Except these cases, our civil law liability is limited to the foreseeable and direct damages at the time of contract conclusion.

10. Online dispute resolution

The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed at <https://ec.europa.eu/consumers/odr/>. The competent body in this matter is: Universalschlichtungsstelle des Bundes am Zentrum für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl am Rhein, Germany, www.verbraucher-schlichter.de.

11. Protection of minors

Insofar as your order is comprised of goods, whose sale is subject to age restrictions, through the use of a reliable procedure, including a personal identity and age check, we shall ensure that the purchaser has reached the required minimum age. The deliverer shall only hand over the goods after an age check and only to the purchaser in person.

AGB erstellt mit dem Trusted Shops Rechtstexter