

# Terms and conditions weare GmbH (25.05.2018)

## 1. General terms & conditions

In respect to business relations of all types between weare GmbH, Germany (hereafter called weare) and its customers, the following general terms and conditions of business hold true in their legally valid versions, respectively. Consumer in these terms and conditions means any natural person who concludes a legal transaction for purposes which are outside his commercial or independent professional activity. Entrepreneur in these terms and conditions means any natural or legal person who concludes a legal transaction for a purpose that can be attributed to its commercial or independent professional activity. Customer in these terms and conditions means both consumer and entrepreneur. Seller in these terms and conditions means weare GmbH. Different conditions or general business practices of the customer have no legal validity unless a written agreement has been negotiated elsewhere. All offers – whether they be transacted by telephone, telefax, Internet, e-mail or in any other form – only become legally binding for weare if they have been confirmed in writing, or if the goods have been delivered and/or an invoice has been delivered. Weare reserves the right to deny the promised service subsequent to determining that the goods are no longer available, both after contractual settlement and also although a corresponding hedging transaction has been concluded. In such a case, the customer will be notified immediately. All reciprocations and considerations of any kind provided by the customer beforehand will be reimbursed without delay. It is then excluded that further legal claims be raised by the customer against weare.

### Contractual languages and contract conclusion

The contract language are English and German.

The products shown in the online shop are not a legal binding product offering but a non-binding online catalogue. By clicking the ordering button at the final step of the ordering process, the seller places a binding ordering of the chosen goods. We shall be authorised to accept the contractual offer contained in the order within 14 days. In case of goods purchased online we shall be authorised to accept the order within three workdays upon receipt of order. We have the right to decline the acceptance of the order for example after checking the creditworthiness of the customer. We are allowed to limit the order amount to normal household quantities. After placing your order, weare will send a confirmation by email to the customer that the order was received. The order confirmation does not yet constitute a binding contract of sale. It is merely for your information, to let you know that weare have received your order. A binding contract of sale shall come into being when weare confirms the product shipping.

## 2. Prices

All prices are in Euro. You will be charged the prices stated in our online shop at the time your order has been placed. Prices do not include shipping. For sure weare will give its very best to avoid any pricing errors, but if there are wrong prices shown, weare has the right to refuse or cancel any incoming orders.

## 3. Payment options and shipping costs (only within Europe):

### Shipping and Handling

The costs for shipping and handling depend on the country you order from, please check out our flat fees for shipping and handling for further details. <http://www.weare-shop.com/service/delivery.html>

### Cash in Advance

If you choose to prepay your order you have to transfer the order amount to our bank account before your order will be processed. We will send you our bank details once we have confirmed that your ordered items are available.

### Credit Card

We do accept Visa and Mastercard. We need the following information:

Credit Card Number  
CVV2 Number (It's a three digit code that's placed on the back of your credit card after your 16 digit credit card number.)  
Expiry Date

We will only charge the total order amount to your credit card after we actually shipped your order.

Please notice: As soon as you entered your credit card information, you will automatically be connected with the CompuTop server CompuTop (<http://uk.computop.com/>). The transfer of your information and the authentication will be with codification through SSL-Technology. Your information will not be forwarded to us or saved.

### PayPal

You can pay the invoice amount via the online payment service PayPal. To use PayPal, you will need a PayPal account which is linked to your bank account or credit card, so you can pay with only a few clicks. You can find more information here.

Any custom duties incurred for deliveries to non-EU countries have to be paid for by the customer.

## 4. Minimum order value

Minimum order value is 25,00 € within Europe and 24,00 € in Germany. This does not include shipping costs.

## 5. Shipping information

Your order will be shipped within 3 to 5 weekdays. The order will be carried out by DHL (German Post Office) or GLS. Here you can find the carrier to your country: <http://www.weare-shop.com/service/delivery.html>

The payment has to be done in advance, with PayPal or with credit card. Please do only accept packages if they're unopened and do not show any signs of damage. As soon as your order will be shipped you will receive a confirmation e-mail from us (only if you entered a valid e-mail address when you ordered) containing a link for consignment tracking. If we become aware that we will be unable to meet the stipulated time of delivery, we shall notify you immediately.

Interruptions of operations for which we are not responsible, in particular strikes, lock-outs and cases of force majeure may postpone the delivery date. In these cases, you are entitled to withdraw from the contract provided you have previously granted us in writing an adequate grace period and at the same time have threatened with withdrawal due to non-fulfilment of the contract and if we allow this subsequent deadline to lapse without result. If a specific date has been agreed upon, the adequate grace period to be set by the customer starts upon its expiry. The legal right of compensation for damages instead of the service remains unaffected.

## 6. Cancellation policy

### Right of Revocation

**You shall be entitled to revoke this contract within fourteen days without citing any reason.**

**The revocation period shall be fourteen days from the date on which you or a third party indicated by the consumer, who is not the carrier, have taken the latest goods into possession. To exercise your right of revocation, you must inform us on the basis of an unambiguous declaration (e.g. a letter send by post, fax or e-mail) about your decision to revoke this contract. Please direct your declaration to:**

**weare GmbH  
Bauhofstr. 30  
63762 Großostheim  
Germany**

**E-mail: [service@weare-shop.com](mailto:service@weare-shop.com)  
Fax: +49 (0) 6026 / 99 25 898**

**You shall use the included model revocation form, which is not required by law. You also shall fill in and send the model revocation form in electronically on our website <http://www.weare-shop.com/revocationform.html>. If you do so, we will immediately (e.g. by e-mail) send you an acknowledgement of receipt of such revocation.**

**To observe the revocation period it is sufficient to send a notification concerning the exercise of the right of revocation before the end of revocation period.**

### Consequences of revocation

**If you revoke this contract, we must refund all payments we have received from you, including the delivery costs (excluding additional costs which arise if you have chosen another kind of delivery as the favorable standard delivery offered through us), immediately and within fourteen days from the date on which we received your notification concerning your revocation of this contract. For the repayment we will use the same payment method you have used for the initial transaction, unless it was expressly entered into another agreement with you; in no case shall we charge you additional amounts because of this repayment. We may refuse the repayment until we receive the goods or until you supplied evidence of having sent back the goods, whichever is the earlier.**

**In every case, the goods have to be send back or hand over from the date on which you communicate your revocation of this contract to us, without delay and within fourteen days at the latest. The revocation period is kept, if you send back the goods before the end of the revocation period of fourteen days. If you add a receipt of the shipping costs to your return package, we will then refund the amount for the shipping costs up to a value of 15 €. You shall only be liable for any diminished value of the goods resulting from the handling other than what is necessary to ascertain the nature and functioning of the goods.**

### End of cancellation policy.

## 7. Voluntary right of return within 30 days after receipt of the goods

For all purchases we provide, besides the legal right of revocation, a voluntary right of return within 30 days after receipt of the goods. With this right of return you are also able to rescind the contract after the end of the revocation period of 14 days (see the cancellation policy above) by sending back the goods within 30 days after receipt (revocation period begins the day after you received the goods) to the following address:

**weare GmbH  
Bauhofstr. 30  
63762 Großostheim  
Germany**

To observe the revocation period, it is sufficient to send back the goods in time. If you add a proof of the shipping costs to your return package, we will then refund the money for the shipping costs up to a value of 15 €.

For the repayment we will use the same payment method you have used for the initial transaction, unless it was expressly entered into another agreement with you; in no case shall we charge you additional amounts because of this repayment. We may refuse the repayment until we receive the goods or until you supplied evidence of having sent back the goods, whichever is the earlier.

Your legal right of revocation will not be affected by the exercise of our supplementary, voluntary right of revocation and will remain irrespective of this. Before the end of the legal revocation period, the contained statutory regulations shall apply exclusively. Furthermore, the contractually granted voluntary right of return does not restrict your legal right of warranty, which remains preserved for you without limitation.

## 8. Warranty

There is a right of warranty on all goods of our shop. On receiving the ordered items, the customer shall examine the goods in order to ensure that they are complete and that there are no defects. This examination shall be effected as soon as possible. Should a loss or defect be ascertained, the customer shall immediately serve a notice of defect.

The warranty period for consumers shall be a period of two years after the goods are delivered to the consumer. The warranty period for entrepreneurs shall be a period of one year after delivery of the goods.

In the case of defective goods, the customer is entitled to claim at his discretion either the removal of the defective part or delivery of a product which is free of defects. Weare is entitled to refuse the kind of replacement chosen by the customer, if the kind of replacement requires unreasonable expense. The warranty claim of entrepreneurs for defective goods is subject to our choice and shall either be the removal of the defective part or delivery of a product which is free of defects.

#### 9. Reservation of proprietary rights

All of our deliveries and performances occur under proprietary right. Until the delivered products have been paid for in full by the customer they remain the property of weare.

#### 10. Liability

Weare is liable in cases of positive breach of obligation, culpa in contrahendo, delayed performance, subsequent impossibility of performance, tortious act as well as due to other legal reasons in cases of intent and gross negligence. Weare is also liable in the event of injury to life, limb and health and in cases of slight negligence. In case of culpable breach of contractual cardinal or fraud as well as in cases of claims for compensation, weare is liable within the framework of legislation. Only in cases of a breach of cardinal obligations, the liability is limited to typical, foreseeable damage. Consequential damages are excluded to that extent. In cases of delayed performance, the customer is entitled either to compensation in damages or to rescind the contract.

We are only responsible for our own contents on this website. This page may contain links to other websites which are not operated by weare. In these instances, weare is not responsible for the content as it is not controlled by us. We do not adopt external contents as our own. Should we detect unlawful contents on external websites we will immediately remove the access to these websites.

#### 11. Provider identification

**weare GmbH**  
**Budapester Str. 49**  
**D-20359 Hamburg**  
**Germany**

**VAT:**  
**DE814855892**  
**FR58790582381**  
**NL823657413B01**  
**BE0641.950.849.**  
**IT00171359995**  
**AT: 68-468/3196**  
**ES: N0040977A**  
**Tax-Nr: 46/767/02356**  
**County Court Hamburg, HRB 101951**  
**Represented by: Steffen Oberquelle**

#### Address for complaints / Service and returned items

**weare GmbH**  
**Bauhofstr. 30**  
**63762 Großostheim**  
**Germany**

**E-mail: [service@weare-shop.com](mailto:service@weare-shop.com)**  
**Fax: +49 (0) 6026 / 99 25 898**

#### 12. Storage of the contract text

We save the contract text and send you the order data and our terms and conditions by e-mail. You can check the terms and conditions at any time at <http://weare-shop.com/texte/agb.html>. For security reasons, the order data cannot be retrieved via the internet.

#### 13. Copyright

We point out that all illustrations, photos and texts are copyrighted on our website. Please understand that misuse can be tracked.

#### 14. Applicable law and jurisdiction

Weare runs the whole service (webshop, customer service and logistic) from Germany, German law therefore governs it and should any legal discrepancy occur, it will be dealt with in a German court of law. The application of the UN-Agreement on Contracts on the International Purchase of Goods of 11th April 1988 is excluded.

If the customer has not general legal jurisdiction in his/her country, has changed residence since the purchase contract was made or has a temporary residence in another country or his/her residence is not fixed/known at the time of the suit, weare will apply Hamburg as the jurisdiction for any disputes arising as a result of a contract.

#### 15. Disposal of batteries

Outside Germany, please contact your local authorities for disposal or recycling information. Spent batteries may contain hazardous materials which can contaminate the environment when batteries are improperly disposed of. The symbol with the crossed out dustbin indicates that batteries and accumulators may not be thrown away with general household rubbish.



Please find here the meaning of the following symbols:

Pb: Battery contains lead

Cd: Battery contains cadmium

Hg: Battery contains mercury

#### 16. Disclaimer

This page may contain links to third party websites or services which are not operated by weare. In these instances, weare is not responsible for the content as it is not controlled by us.

#### 17. Statutory rights

The above terms and conditions are not intended to replace or compromise your statutory rights in any way.