

# General Terms and Conditions

## 1. Scope

**1.1** These general terms and conditions apply to all orders, made by a consumer (§ 13 BGB) via the online shop of the Nataly Beck Selection, Barenkrug 42, 22159 Hamburg, Germany (hereinafter “www.shoes4gentlemen.de”). Regulations which deviate from these contract terms apply only if they have been confirmed by us in writing.

**1.2** Consumers are any natural person who enters into a legal transaction for a purpose which cannot be attributed to their commercial or independent occupation.

## 2. Contract conclusion

**2.1** Subject of the contract is the sale of goods. The presentation of the products in the online shop does not represent a legally binding offer, but a request to order. Errors excepted. By clicking the “Buy” button, you make a binding offer.

**2.2** The confirmation of the order is made by automated e-mail immediately after the order has been sent and does not constitute a contract acceptance. We can accept your order by sending a separate order confirmation by e-mail or by delivery of the ordered goods. Please note that we can only supply if the goods are in stock. We reserve the right not to accept orders.

**2.3** Your contract partner is: Nataly Beck Selection, Barenkrug 42, 22159 Hamburg, Germany. The contract language is German. The contract text is not stored by us.

## 3. Variations in leather colour on photos as well as on text and price

For technical reasons but also due to the leather (individual tanning) and processing (for example, manual finishing such as polishing and decoration), deviations in appearance or colour may occur in the photos of the illustrated shoes. Text and price information are not binding, for errors we assume no liability.

## 4. Terms of delivery

**4.1** The delivery takes place within Germany, in the EU and worldwide.

The shipment in Germany is free of charge and carried out by DHL / Deutsche Post. A pick-up of the goods is not possible. Deliveries to a DHL Pakestation (package station) is possible.

**4.2** Your package will be delivered by DHL. If the DHL-messenger does not reach you, you will be contacted by DHL with further delivery options. If the delivery is not made by the specified time, DHL will return the package to us.

**4.3** We process your order quickly and reliably. Within Germany you will normally receive your order in 2-4 business days after your order. We have no influence on the delivery period of the parcel delivery company so that we cannot guarantee the actual shipping period (standard delivery).

**4.4** For deliveries to EU-Countries a fix charge will be invoiced and the German VAT will be used and shown on your invoice.

1 pair of shoes 14,- € – shipment costs

2 pair of shoes 16,- € – shipment costs

3 pair of shoes 18,- € – shipment costs

4 pair of shoes 20,- € – shipment costs

5 pair of shoes 22,- € – shipment costs

For deliveries to EU countries, German VAT will be charged and shown on the invoice.

The shipping costs outside the EU can be determined during the order process in the shopping cart via the shipping cost calculator.

For the shipping of 1 pair of shoes outside the EU, the shipping costs start at 14,- € or more – depending on the recipient country.

All deliveries outside the EU will receive back the paid German VAT (19%) as the country-specific VAT is added to the price by the customs of the recipient country. An invoice excluding German VAT and including shipping costs will be attached to the delivery.

The delivery time is generally 6-9 business days. The delivery time outside the EU varies between 8 – 14 working days.

Deliveries are only made in standard shipping and cannot be effected on Sundays and public holidays.

## **5. Prices and payment terms**

**5.1** The prices mentioned on the product pages contain the German VAT and other price components. The price includes shipping costs within Germany. The price does not include shipping cost outside Germany. For orders, the prices valid are the prices stated at the time the order was placed. Invoices and credits are sent to you by e-mail. If you would like to receive these in printed form, please send an e-mail to: [service@shoes4gentlemen.de](mailto:service@shoes4gentlemen.de).

**5.2** The following payment methods are available in our shop:

### **Credit Card**

Your credit card will be charged with completion of the order.

### **PayPal**

You pay the invoice amount via the online provider PayPal. Basically, you need to be registered there or register, authenticate with your access data and confirm payment instructions to us. You'll get more information during the ordering process.

### **Payment in advance**

When paying in advance, you will receive an order confirmation with all payment information to your e-mail address. After receipt of payment we immediately ship your order.

## **6. Right of withdrawal**

In case of a justified complaint, we act quickly, unbureaucratically and as fast as possible, always in favour of our customers. Please contact us so we can resolve the matter as soon as possible.

### **Right of Withdrawal / Withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the date on which you or a third party indicated by you, who is not the carrier have taken possession of the goods.

In order to exercise your right of withdrawal, you have to contact us:

Nataly Beck Selection, Barenkrug 42, D-22159 Hamburg, email:

[service@shoes4gentlemen.de](mailto:service@shoes4gentlemen.de), phone: +49 (0)40-65683665

With a clear statement (e.g. a letter sent by post or email) about your decision to withdraw this contract. You can use the attached withdrawal form (see below), but this is not required. In order to keep the withdrawal period, it is sufficient that you send a notification of your withdrawal before the end of the withdrawal period.

### **Consequences of withdrawal**

If you withdraw this contract, we must reimburse you for any payments we have received from you. This does not include delivery costs outside Germany – or any additional costs resulting from the fact that you have chosen a different type of delivery than the most favourable standard delivery offered by us. This will be executed within a period of 14 days from the date of which we receive the notice of withdrawal of this contract. For such return of payment, we will use the same method of payment that you have used in the original transaction, unless you have expressly agreed otherwise; In no case will you be charged for these repayment fees.

We may refuse the refund until we have received the goods or until you have proved that you have returned the goods, whichever is earlier. You must return the goods to us immediately or in any case no later than 14 days from the date on which you inform us of the withdrawal of this contract. The deadline is respected if you send the goods before the end of the deadline of 14 days.

You will only be liable for any loss in value of the goods if this loss in value is due to any use or handling of the goods which is not necessary for the purpose of checking the quality, characteristics and functioning of the goods.

## **End of withdrawal**

### **7. Voluntary return / return**

**7.1.** In addition to the statutory right of withdrawal, we grant you a voluntary return of 30 days for all purchases in our online shop. That means, you can also return the goods after the 14 days period within 30 days after receipt (the period begins from the date on which you or a third party you specified which is not the carrier), has taken possession of the goods) will be returned to us via DHL. Timely sending is enough to keep the deadline. In the case of the right of return, the services received at both sites shall be returned. For information about returns, see "Returns".

You will only be liable for any loss in value of the goods if this loss in value is attributable to a handling which is not necessary for the purpose of checking the quality, characteristics and functioning of the goods.

**7.2** For repayment, we use the same method of payment you used in the original transaction, unless otherwise agreed with you.

**8. Reservation of proprietary rights** The delivered goods remain our property until complete payment. All deliveries are made exclusively on the basis of our terms of delivery as well as our general terms and conditions (GTC).

### **9. Warranty / Legal liability for defects**

**9.1** For the goods offered in our shop, the warranty rights and / or liability for defects exist.

**9.2** As a consumer, you are requested to check the goods immediately for completeness, obvious defects and transport damage and to inform us and the carrier as soon as possible. If you do not perform so it will have no effect on your statutory warranty claims.

### **10. Applicable law, amendments, choice of law**

**10.1** The law of the Federal Republic of Germany is valid. The regulations of the United Nations Convention on contracts for the International Sale of Goods do not contain any provisions.

**10.2** We reserve the right to change these General Terms and Conditions at any time without notice. Changes do not apply to orders made before the change. By submitting the order, the respective valid terms and conditions are accepted. Only German law applies to the contractual relationship. Should any provision of these General Terms and Conditions be invalid, the remaining provisions shall remain unaffected.

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