



## General Terms and Conditions

### Article 1 - Scope of Application

(1) These General Terms and Conditions shall be the basis for all between the Stephan Görner und Sven Müller GbR, Gärtnerweg 31, 60322 Frankfurt, Germany, Verbal collateral agreements have not been made and shall not be accepted.

(2) Customers in terms of these General Terms and Conditions shall only be consumers in terms of section 13 German Civil Code (BGB), therefore individuals, who are concluding the respective legal transaction for a purpose which cannot be allocated neither to their commercial nor to their self-employed professional activity.

### Article 2 - Terms of Contract

(1) The customer may order from the range of the Stephan Görner und Sven Müller GbR jackets into which any optional sports team shirt will be sewn in instead of the traditional inner lining.

After entry of all information necessary for the chosen garments, by clicking on the "Buy Now" button, the customer will give a binding order for the production of the garments included in the shopping basket. The confirmation of the receipt of your purchase order shall take place together with the acceptance of the purchase order immediately after sending by means of an automated e-mail. The purchase agreement shall be deemed to be concluded with this confirming e-mail.

(2) Prior to the sending of the purchase order, the customer is obliged to carefully check the details provided. By sending his purchase order, the customer shall warrant that all items shall be delivered according to the details provided by him.

(3) After the receipt of the order, the Stephan Görner und Sven Müller GbR shall send the customer an automated order confirmation by e-mail. With the order confirmation, the ordering data provided shall be confirmed to the customer.

(4) Should it become evident after the transmission of the order confirmation, that any item or essential part of an order, e.g. the chosen fabric, can no longer be supplied, the Stephan Görner und Sven Müller GbR shall be entitled to rescind the contract. The customer shall be informed immediately. At his request, he may choose an alternative fabric or rescind the contract.

(5) After the transmission of the order confirmation, change requests can no longer be taken into consideration.

## Article 5 - Shipment

(1) The delivery of the shirt jacket shall take place by shipment or by way of personal collection at the business address in Gärtnerweg 31, 60322 Frankfurt, Germany. The shipment shall take place to the forwarding address stated by the customer.

(2) The delivery time shall be 4 to 6 weeks.

## Article 6 - Payment

(1) With the order confirmation, the order value shall become due for payment.

(2) The production of made to measure clothes shall only be started after the customer has made the payment due; if necessary, the delivery date shall be delayed accordingly.

(3) Until the complete payment of all goods, the goods ordered shall remain the property of the Stephan Görner und Sven Müller GbR.

(4) The production of the shirt jackets shall only be performed after prepayment has taken place. With the purchase order, the payment shall become due in full.

## Article 7 - Shipping Costs

(1) The shipping costs with DHL amount to EUR 6.90 for each delivery.

(2) Any other shipping costs (e.g. express deliveries, cash collection, redirections) have to be enquired by the customer by telephone or e-mail.

## Article 8 - Acceptance

(1) The subject matter of the acceptance shall be the shirt jackets. Within 14 days from the delivery of the ordered garments, the customer shall check whether the items have been manufactured in a proper manner.

(2) Should the customer deem himself to be hindered to accept the goods, he shall either send the garment by mail to the business address in Gärtnerweg 31, 60332 Frankfurt, Germany or deliver it personally within the framework of the time limit under subarticle 1 in the course of his duty to cooperate. Here, the item shall be checked and corrected, if necessary.

## Article 9 - Guarantee against Material Deficiencies

(1) A warranty claim shall not be given, if the ordered goods have been made according to the instructions and by using the measurements communicated by the customer. Defects in products, which are in particular based on wrong measurements or erroneous data, shall be borne by the customer. The customer shall indicate the size of the jacket himself. Defects with regard to the fit cannot be accepted.

(2) With the delivery, the risk of accidental loss and of the accidental deterioration of the goods shall be passed on to the customer. With regard to custom-made garments, the

legal provisions of the statutory provisions on contracts for work and services shall apply.

(3) There shall only be a guarantee for delivered goods in any form, if this has been expressly given in the order confirmation for the respective garments or products.

(4) A major part of the materials used, in particular outer fabrics, lining fabrics and buttons, are natural materials and despite the most careful handling even based on the same measurements, differences in shape and design may arise. Therefore, the customer shall acknowledge that minor deviations in quality, colour and fit shall not be deemed as defects of the ordered goods.

(5) Defects have to be communicated in writing to the Stephan Görner und Sven Müller GbR.

#### Article 10 - Liability and Damages

(1) Claims by the customer for damages shall be excluded. An exclusion shall only be made for claims by the customer for damages for injury to the life, body or health or for the infringement of major contractual obligations (cardinal duties) as well as the liability for other damages, which are based on an infringement of obligations by the offeror, its legal representatives or vicarious agents with intent or by gross negligence.

(2) In the event of an infringement of major contractual obligations, the liability of the Stephan Görner und Sven Müller GbR shall be limited to the foreseeable damage typical for the contract concerned if this has been caused only by a simple negligence except where the customer's claims for damages are on the basis of an injury to the life, body or health.

(3) The limitations of the subarticles (1) and (2) shall also apply for the benefit of the legal representatives and vicarious agents of the Stephan Görner und Sven Müller GbR, if claims are made directly against these.

(4) The provisions of the German Product Liability Law (Produkthaftungsgesetz) shall remain unaffected.

#### Article 11 - Consumer's Right of Revocation

The shirt jackets are custom made products which are exempt from exchange and revocation. With the sending of the purchase order, the jacket will go into production, which can no longer be stopped after this point in time.

#### Article 12 - Applicable Law

(1) The law of the Federal Republic of Germany shall be applicable with the exclusion of the UN Convention of the International Sale of Goods / UNCITRAL. In the event of disputes arising in connection with the commissioning, the German law with the exclusion of the UN Convention of the International Sale of Goods / UNCITRAL shall be applicable exclusively.

(2) Should any of the individual provisions of these General Terms and Conditions and/or of the contract supplemented by these be or become invalid, the validity of the other provisions shall not be affected and apart from this, the contract and these General Terms and Conditions shall remain valid for both parts.