

General Terms and Conditions

§ 1 General Provisions

The object of these General Terms and Conditions is the regulation of the contract and delivery terms for all orders placed via this e-shop, provided they are not carried out by third-party providers (e.g. Birkenstock, Papillio etc. – for such orders, the respective provider's General Terms and Conditions shall apply).

We strive to always keep the online presentation of our internet shop up to date. However, we cannot accept warranty for the continuous availability of all products presented on the site www.heidiklum.com. We reserve the right to withdraw individual articles from our programme, if applicable also at short notice.

We shall only supply our goods to our customers in normal consumer quantities.

§ 2 Conclusion of the contract

Upon clicking the order button, the purchaser bindingly declares his or her wish to purchase the contents of the order form. Immediately after placing the order, a message will be displayed on the screen, confirming the receipt of the order; this message shall, however, not be an acceptance of the offer provided by the customer.

Rather, the contract will only be concluded upon sending of a separate written confirmation by Heidi Klum GmbH & Co. KG (hereinafter: HK). This confirmation shall be received by the purchaser seven days after placement of the order at the latest.

The performance relations under the purchase contract shall exist between the purchaser and HK exclusively.

§ 3 Information on right of withdrawal

Right of withdrawal

The purchaser may withdraw his contractual declaration in text form (e.g. letter, e-mail), or by returning the goods within two weeks without the necessity of a statement of reasons. This deadline shall commence at the earliest on the day after receipt of this information in text form, and not before the day the goods are received by the purchaser. In order to meet the deadline for this withdrawal, it shall be sufficient to dispatch the withdrawal declaration or the goods in good time.

The withdrawal declaration is to be directed to:

Heidi Klum GmbH & Co. KG
Kolpingstraße 36
51469 Bergisch Gladbach
Germany
info@one-eins.de

A right of withdrawal shall not exist for distance selling contracts on the supply of goods produced according to customer specifications, or if goods have clearly been tailor-made to personal requirements, or if they are not suitable for a return shipment due to their nature, or if they are perishable or if their the best before date has already been exceeded or, in case of a delivery of audio or video recordings or software, if the respective data carriers have been unsealed by the consumer or in case of a delivery of newspapers and magazines.

Consequences of a withdrawal

In case of an effective withdrawal, the performances received mutually are to be returned and any capitalised use (for instance interest, benefits obtained from the use by the purchaser) is to be handed over. If the purchaser cannot return the received performance entirely or in part, or only in a deteriorated state, he/she shall insofar be obligated to provide compensation. This shall not apply for the provision of goods if the deterioration of such goods is only due to their examination – in such a way as would have been possible in a regular store. The purchaser may also avoid his obligation to provide compensation by not using the goods as his property and by avoiding anything that may impair their value.

The purchaser shall be obligated to bear the costs for the return shipment if the goods comply with those ordered, and if the price of the goods sent back does not exceed a sum of 40 EUR, or, should the price of the goods is higher, if the purchaser at the time of the withdrawal has not fulfilled his/her contractual obligations or made a partial payment agreed in the contract. In all other cases, the return shipment shall be free of costs for the purchaser. Goods not suitable for shipping as a parcel shall be collected at the purchaser's location.

End of withdrawal information

Please return the goods to us postage paid in case of a withdrawal.

§ 4 Duties of information

When entering personal data, the purchaser is obligated to provide true information.

Should the purchaser enter incorrect data, HK may withdraw from the contract, in as far as a contract has been concluded.

§ 5 Prices

All stipulated prices include statutory value added tax.

§ 6 Reservation of title.

The delivered goods shall remain the property of HK up until payment has been effected completely.

§ 7 Customer's rights in case of defects in the purchased goods Exclusion/ limitation of liability

The purchaser's claims to subsequent performance, cancellation and reduction of the purchase price in case of the existence of a defect in the purchased goods shall be subject to the statutory provisions (§ 437 No. 1 and No. 2 BGB – Bürgerliches Gesetzbuch – German Civil Code).

With regard to claims for compensation of damages, the following shall apply:
HK shall be liable for violations to the customer's life, body or health originating from causes within HK's scope of responsibility, as well as for other damages incurred by the customer, in as far as they have been caused intentionally or in a grossly negligent way by HK.

Exclusion of liability, limitation of liability:

Any damage incurred by the customer and caused by ourselves due to slight negligence, consisting of the costs for the purchase of a replacement or repair or in the reduction in the value of the goods due to the repair ("damage to the goods caused by defect") will not be compensated for.

For any other damage incurred by the customer and caused by ourselves due to slight negligence, our obligation to provide compensation shall be limited to the damage which typically occurs during the processing of contracts of this kind.

§ 8 Reservation of right to cancellation

Should ordered goods not be available due to force majeure, i.e. due to circumstances we were not aware of before the conclusion of the contract, which are caused outside of our own business operations and for which we are not responsible, we reserve our right to cancel the contract.

The customers concerned will be informed by ourselves immediately of the fact that the ordered goods are not available, and any payments already made by the customers shall be reimbursed immediately.

§ 9 Delivery

The order will be processed by HK immediately after it has been received.

Delivery shall be effected to the delivery address stipulated by the purchaser during the order process.

Should the purchaser not be traceable under the given address, for reasons within his/her sphere of responsibility, he/she shall be deemed to be in default with the acceptance of the performance.

§ 10 Shipping costs

For shipments within Germany or to other EU countries, a shipping and handling charge of 7.50 EUR shall be charged.

For shipment to countries outside the EU, shipping and handling fees shall be 23.85 EUR plus any applicable customs fees.

§ 11 Payment

Payment shall be effected by bank transfer to the account of Heidi Klum GmbH & Co. KG,
Account No.: 6444442
Bank Sort Code: 370 700 60 (Deutsche Bank Köln).

The purchaser shall only have a right to offset if his/her counter-claims have been determined to be legally effective, or if they have been acknowledged by HK.

The purchaser may only exercise a right to retention if his/her counter-claim is based on the same contractual relationship.

§ 12 Data protection

Any personal data shall be treated as confidential at all times. In our databank, we shall only store the data necessary for the processing of the purchase and for the facilitation of follow-up orders. "Processing of the purchase and facilitation of follow-up orders" for us means the handling of the order, shipment of the goods and payment, if applicable the handling of cancellations and reimbursements, however, no unrequested sending of newsletters or e-mails. We shall not forward the data to third parties for purposes of advertising.

We reserve the right to use the data for purposes of obtaining information on credit history. During the processing of data, the customer's rights under applicable laws shall be protected. Should you not agree to a permanent storage of your data, you may object to the storage at any time by issue of a declaration towards HK.

§ 13 Contracting partner

Your contracting partner:
Heidi Klum GmbH & Co. KG
Postfach 200 584
51435 Bergisch Gladbach
Germany

CEO: Günther Klum