

# General Terms and Conditions

## Trippen-Webshop

### 01. General

These General Terms and Conditions shall apply to all business conducted by us. Exclusively the following General Terms and Conditions shall apply including where the Trippen Webshop is accessed from outside of the Federal Republic of Germany. Principally, we do not recognise the own terms and conditions applied by buyers of our products and services. Collateral agreements (side agreements), and any modifications to these General Terms and Condition, shall require our confirmation in writing. We shall treat any data that we receive with regard to persons in accordance with the relevant legal stipulations.

### 02. Quotations and Conclusion of Contracts

2.1. All quotations by us shall be conditional, insofar as they are not restricted in validity to a particular time period.

By ordering, performed by clicking the „Buy Now“ button, the customer will submit a binding offer to enter into a purchase agreement. Trippen shall be entitled to accept such offer within a period of one week by sending the confirmation email. The purchase agreement shall enter into effect once said confirmation email has been sent.

2.2. The customer shall exclusively be responsible for the selection of the ordered goods.

2.3. We reserve the right to perform technical improvements and other alterations and deviations acceptable to the customer in terms of colour, dimensions, design or similar characteristics related to descriptions and information in our catalogues and other written and electronic documentation. Acceptable grounds for alterations may result from commercial fluctuations and technical production processes in addition to the form taken by natural substances.

### 03. Prices

3.1. Our prices must be considered conditional. For deliveries in the Federal Republic of Germany, our prices do include the current valid rate of German value-added tax (Mehrwertsteuer).

3.2. Delivery charges, customs duties and fees for deliveries outside of the Federal Republic of Germany shall be borne by the customer.

### 04. Deliveries

4.1. All deliveries within the Federal Republic of Germany shall take place free of delivery charges by transport means of our choice: i.e., at our expense and at the buyer's risk. Delivery is performed by sending the product to an address specified by the customer. The customer warrants and represents that the complete and correct delivery address has been supplied with the order. If additional delivery costs are incurred as a result of incorrect delivery address data, the customer is to refund these to Trippen. The customer will be obligated to ensure that delivery of the ordered

goods to the stated address is possible during regular business and delivery hours.

4.2. We provide delivery times to the best of our knowledge, but without any form of obligation. Agreed delivery times can only be observed if the customer has complied with his obligations (for example, advance payment, complete and accurate delivery address, etc.).

4.3. No claims shall be recognised for damages of any kind which result from delays in delivery. In the event of force majeure, or any conditions for which we are not responsible, that may render impossible the execution of contracts within the time schedule agreed, such circumstances shall authorize us to terminate an agreement under the exclusion of any claims for damages lodged by the ordering party, or to postpone the delivery by the duration of the hindering conditions.

4.4. Partial deliveries shall be allowed and shall be considered as separate, independent business transactions.

4.5. The subsequent-delivery term of twenty-two (22) days after the point in time of the respective ten-day delivery period, as legally stipulated in Germany, shall be determining. The seller shall be authorized to deliver after expiry of this subsequent-delivery term of twenty-two (22) days, unless the buyer has given notice to terminate delivery.

4.6. Special packing and packing as requested by the buyer, as well as the costs of special forwarding, shall be additionally invoiced at cost.

### 05. Payment

5.1. Payment for deliveries inside the Federal Republic of Germany can be made either by "cash on delivery" or in advance by credit card or via bank transfer. For all deliveries outside the area of the Federal Republic of Germany payment has to be made in advance by credit card or bank transfer.

5.2. If advance payment is selected as the means of payment, Trippen shall notify the customer of its bank details in the confirmation email and shall deliver the goods after receipt of payment.

Trippen direkt GmbH  
Postbank  
BLZ 100 100 10  
KTO 76 331 03  
IBAN DE48 1001 0010 0007 6331 03  
BIC PBNKDEFF

Trippen direkt GmbH  
Berliner Sparkasse  
BLZ 100 500 00  
KTO 630 026 270  
IBAN DE 02 1005 0000 0630 0262 70  
BIC BELADEBEXX

**trippen**

Trippen direkt GmbH, Kieffholzstrasse 2, D-12435 Berlin,  
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5.3. For bank transfers, the order number and the name of the customer must be entered as the purpose. The customer will receive the order number in the confirmation email.

5.4. In the event of payment by credit card (Mastercard, Visa, American Express and JCB) the data will be transmitted using Secure Socket Layer (SSL) encoding technology to PAYONE. The customer will be charged the purchase price when the order is accepted. The transfer of data may take several minutes and must not be interrupted by the customer, e.g. by means of updating the browser page. Otherwise, this may lead to the credit card being charged twice. Trippen will issue refunds in justified cases within a maximum of 14 days of the reporting of any duplicate transactions by the customer to Trippen. Any costs incurred as a result of chargebacks initiated by the customer shall be passed on to the customer. In the event of credit card chargebacks that are not justified, a processing fee (usually EUR 25.00) shall be charged. Trippen shall pass this fee on to the customer accordingly.

5.5. In the event that the customer defaults on payment, Trippen may assign its claims to a debt collection agency or authorise a lawyer to collect the outstanding payments, and transfer the personal data required in order to perform the payment process to the aforementioned third parties.

## **06. Reservation of Title**

6.1. The goods shall remain the property of Trippen until they have been paid for in full.

## **07. Terms of Guarantee**

7.1. Complaints owing to obviously defective or incomplete deliveries shall be made as soon as possible after reception of the goods, but no later than 14 days thereafter. Shortcomings, which are not immediately apparent, shall be brought to our attention without delay after their discovery. Neither party shall be authorized to invoice processing fees in this context. If the purchased product is defective, the customer will have the choice, within the legal requirements, between subsequent performance taking the form of improvement, or a replacement delivery. No claims, especially claims for damages, shall be admissible apart from free replacement of goods or granting of a credit voucher. Trippen may reject the selected form of subsequent performance if it is only possible at disproportionate cost. Only in the event of slight defects shall the customer have no right to withdraw.

## **08. Liability**

8.1. Trippen shall be liable without limitations in the case of injury to life, body and health.

8.2. Trippen is also liable in case of negligence or fraudulent misrepresentation. We have no liability of any sort (including for negligence) for the acts or omissions of other providers of telecommunications services or for faults in or

failures of their networks and equipment.

8.3. In the event of impossibility and delay and in the event of the violation of material contractual duties, Trippen shall also be liable for slight negligence, however, limited to typical, foreseeable damage. In other cases Trippen shall not be liable for slight negligence.

8.4. Cardinal obligations are such contractual duties, the fulfillment of which allow the proper performance of the contract in the first place and on the compliance with which the client regularly relies and also may rely.

8.5. Typical, foreseeable damage is such which falls under the protective purpose of the respectively violated contractual standard. Otherwise, Trippen shall not be liable in the event of slight negligence.

8.6. The aforementioned limitations of liability shall also apply to corporate bodies and agents of Trippen.

## **09. Information and Rules for Consumers on Right of Cancellation and Cancellation Consequences**

9.1. Right of Cancellation You may cancel your contractual declaration in writing (e.g., letter, fax, e-mail) within 14 days without stating any reasons or, if the item has been provided to you prior to expiry of such period, also by returning the item. The period shall commence upon receipt of this notice in writing, however, in the event of delivery of goods not prior to receipt of such goods by the recipient (in the event of repeat deliveries of the same products not prior to receipt of the first partial delivery), in the event of the performing of services, not prior to entering into the agreement. The period shall also not commence prior to fulfilling our duties to inform pursuant to Article 246(2) in conjunction with Section 1(1) and (2) Introductory Act to the German Civil Code and our duties pursuant to Section 312g(1) 1st sentence German Civil Code in conjunction with Article 246(3) Introductory Act to the German Civil Code. In order to exercise your right of cancellation, you are obliged to provide us, Trippen direkt GmbH, Kieffholzstrasse 2, D-12435 Berlin, info@trippen.com, with a clear statement detailing your decision to cancel this contract (i.e. by post, fax or e-mail). You may use the provided cancellation form for this purpose, although you are not obliged to do so.

9.2. Consequences of Cancellation In the event of an effective cancellation, the considerations received by each party are to be returned. If you are unable to return or provide us with the received consideration (such as benefit of use) or are only able to do so in part or in a deteriorated state, you shall be obliged to pay compensation to this extent. You shall only have to pay compensation for the deterioration of the item and for use if the use or deterioration is due to use of the item beyond checking the features and functionality. "Checking the features and functionality" shall mean testing and trying out the relevant item, such as possible

and usual in a retail shop. Items that may be shipped as a package are to be sent back at our risk. In the event that you cancel the contract, we shall be obliged to reimburse all payments received from you, including delivery costs (for deliveries within the European Union with the exception of additional costs arising from your eventual decision to select an alternative delivery type to the cost-effective standard delivery offered by us), this with immediate effect and at the latest fourteen days from the day on which we received notification of your cancellation of said contract. For the purpose of this reimbursement, we shall use the same means of payment selected by yourself during the original transaction, unless we expressly agree on an alternative with you. In no event will you be charged fees as a result of this reimbursement. We may refuse to reimburse you until we have received the goods or proof that you have returned them to us, whichever date is earlier. Custom-made items are non-returnable unless they demonstrate significant deviations in quality. In case of hidden defects, legal stipulations shall apply.

End of Cancellation Notice

#### **10. Return of Goods**

10.1. In the event that shoes you have received are not the right size or not to your liking, you can return them to us in their original condition within 14 days using the enclosed return receipt (for Germany only). If you would like a refund, please enclose your bank details. In the event of an exchange please provide us with all the necessary information (e.g. correct size, style etc.). For returns from all countries other than Germany you will need to pay the postage costs, unless the return is the result of an error on our part, in which case we will refund the standard mail return delivery costs. We do not refund any extra costs for express deliveries. We will issue a credit note as soon as possible after your returned goods have been checked and confirmed or send you a pair of shoes in exchange. We will reimburse the purchase and – for deliveries within the European Union – the postal charges. All deliveries within Germany are postage-free. For returns dispatched to all other countries the delivery costs must be borne by the purchaser.

Custom-made items are non-returnable unless they demonstrate significant deviations in quality. In case of hidden defects, legal stipulations shall apply.

The return of goods that are not in perfectly satisfactory condition will not be accepted.

#### **11. Court of Jurisdiction and Place of Fulfilment**

11.1. Place of fulfilment for all deliveries is Berlin.

11.2. In so far as the customer is a registered merchant within the meaning of the German Commercial Code,

a corporate body under public German law or a legal entity under public German law, the court of jurisdiction is Berlin.

#### **12. Concluding Terms and Conditions**

12.1. The agreement can be entered into in German or English language. The place of performance and venue for all legal disputes, for all obligations arising from contractual agreements, is Berlin, Germany. This shall also apply for litigation involving bills of exchange, promissory notes, and checks, as well as for all summary proceedings for recovering debts. If individual terms or conditions herein are or become ineffective and/or void, this fact shall have no effect on the validity of the remaining terms or conditions. In such event, the invalid terms or conditions shall be replaced by new, legally valid, and operative terms or conditions, for the purpose of achieving to as great an extent as possible the original business intent.

These General Terms and conditions shall not affect the legal validity of a concluded agreement or contract. Insofar as not agreed to the contrary, the law of the Federal Republic of Germany shall apply.

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