

# Terms and Conditions of Fanartikel-Shop.com Inh. Ralf Kaiserauer

## Terms and Conditions of Fanartikel-Shop.com Inh. Ralf Kaiserauer

This translation of Fanartikel-Shop.com terms and conditions is provided as a service to our English-speaking customers. Please note, however, that the German original is the sole legally binding document, and that business conducted with us is governed exclusively by German law.

### § 1 Scope of terms

- (1) We do not recognize any customer terms and conditions that contradict or differ from these terms unless specifically agreed to in writing.
- (2) These terms of trade also apply to all future business transactions of a similar legal nature with the customer.
- (3) These terms apply from 01.01.2007.

### § 2 Contact details:

#### (1) Postal address:

Fanartikel-Shop.com  
Inh. Ralf Kaiserauer  
Leintelstr. 20  
71336 Waiblingen  
Germany

#### (2) Managing Director

Ralf Kaiserauer  
Sole proprietor

#### (3) Telephone and fax:

Phone (within Germany): 07146- 53 85 76  
Phone (foreign country): +49 (0)7146- 53 85 76

Fax (within Germany): 0721 - 151 203 702  
Fax (foreign country): +49 (0)721- 151 203 702

#### (4) E-Mail:

info [at] fanartikel-shop [.] com

#### (5) Bank details:

BW-Bank  
BLZ (sort code): 600 501 01  
Konto-Nr (account number): 2479127

International:  
SWIFT: SOLADEST  
IBAN: DE30 6005 0101 0002 4791 27

#### (6) Internet

Online shop:

[www.Fanartikel-Shop.com](http://www.Fanartikel-Shop.com)

Order hotline:

Telephone:  
- Within Germany: 07146- 53 85 76  
- Phone (foreign country): +49 (0)7146- 53 85 76

Fax order hotline:

- Within Germany: 0721 151 203 702  
- Fax (foreign country): +49 (0)721 151 203 702

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## E-Mail:

info [at] fanartikel-shop [.] com

## § 3 Offers and contracts

(1) The Fanartikel-shop.com Inh. Ralf Kaiserauer Website contains no legally binding contract. Only when the customer submits the order form to www.fanartikel-shop.com via fax, telephone or email can a legally binding contract be created.

(2) The offer received from the customer can be accepted within four weeks. A contract is also created if the first partial shipment is carried out within this time. Delivery costs will only be levied once. If Fanartikel-shop.com Inh. Ralf Kaiserauer does not respond within four weeks, the order is considered rejected. Any payment will be refunded immediately.

## § 4 Prices, payment, delivery

(1) Prices are given only in Euro.

(2) We reserve the right to change prices at any time.

(3) The following payment methods are accepted

- Advance payment within Germany, € 3,90

(full payment is to be transferred to our bank account. Full details can be found above under "§ 2 (5)") Please also give the order number (invoice number) when transferring payment.

- Payment on delivery within Germany € 3,90

Payment on delivery is subject to an additional fixed fee of € 3,00

The delivery company will also charge an additional fee of € 2,00

- PayPal within Germany € 3,90

Full payment can be transferred to our PayPal account. However, this is only possible if the customer also has a PayPal account.

Please state the order number when transferring payment via PayPal.

(4) The www.fanartikel-shop.com prices are subject to the relevant German VAT the time of order.

(5) Delivery takes place following payment to the above bank account § 2 (5). Orders will be delivered to the address given by the customer and we assume the cost and risks of shipping.

Delivery costs € 7,90 inside the EU and € 11,90 outside the EU for packages up to 1 kg.

(7) Fanartikel-shop.com Inh. Ralf Kaiserauer reserves the right to deliver goods of the same value and quality as the customer order if the item ordered is not in stock, we reserve the right to deliver items of the same value and quality". Images, colors and dimensions of products shown on the Website can vary from the originals and are non-binding.

(8) In the event of acts of force majeure that make delivery difficult or impossible, including delayed shipments from our suppliers or subcontractors, we are not bound to agreed delivery dates and notice periods. We also have the right to withdraw from the contract in whole or in part. Under no circumstances does the customer have the right to claim damages or withdraw from the contract if the delivery times are exceeded.

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## § 5 Right of cancellation

Under German regulations governing long-distance delivery contracts the customer has the following rights of cancellation for items purchased from Fanartikel-Shop.com.

Cancellation policy

The customer can revoke the contract without cause within two weeks. Cancellation can be requested in writing (e.g. by e-mail, fax or letter) or by sending back the goods. The cancellation period can be honored simply by sending the goods or a notice of revocation in a timely manner.

Send cancellations to:

- \* Fanartikel-Shop.com
- \* Ralf Kaiserauer
- \* Leintelstr. 63
- \* 71336 Waiblingen
- \* Germany

What happens after canceling an order

When an order has been successfully cancelled all received items and payments (including interest) are to be returned by both parties. If items are returned only in part or in a damaged state, the customer must pay compensation. This does not apply if damage occurs while items are being tested or tried on (as would happen in a shop). The customer can also avoid paying compensation by not treating items as his/her own property or in such a way as to reduce their worth.

Costs of returns

The customer must pay to return shipments costing up to €40. However, the company will pay, in advance if necessary, for returning shipments over €40.

Where possible, please give us the original delivery number or invoice number so we can process your return as quickly as possible and transfer payment to your bank account.

This right of revocation does not exist for products that have been customized or produced according to the customers specifications (e.g. personalized names and patterns).

## § 6 Faulty products, warranties, liability

(1) The customer must examine the delivered goods after receipt for any damages or defects and report these to us immediately (at the latest within 14 days after delivery) in writing and with a copy of the delivery note or invoice. Please send this to the address under § 2 (1) The claim expires in the event of untimely reporting. We accept no liability for normal wear and tear on goods.

(2) In the case of faulty items, the customer can demand a replacement. If Fanartikel-shop.com Inh. Ralf Kaiserauer is not able to provide a replacement, the customer has the right to withhold part of the purchase price, or to rescind the contract. Any payment received will be returned immediately.

(3) In all other respects, statutory warranty regulations apply.

## § 7 Applicable law

Business conducted with us is governed exclusively by German law

## § 8 Data protection

No personal data will be passed on to third parties. Personal data will be used solely for processing your order and will be passed on only to delivery companies and banks.

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## **§ 9 Severability Clause**

If individual clauses or parts of clauses should be invalid, the validity of the remaining provisions remain unaffected.

Last updated: 01.01.2007