

# TERMS & CONDITIONS

## 1. General, clientele

(1) All offers, purchase contracts, deliveries and services on the basis of orders of our customers (hereinafter referred to as customers) via our online shop [www.doghammer.de](http://www.doghammer.de) (hereinafter referred to as the "online shop") are subject to these General Terms and Conditions.

(2) The product range in our online shop is aimed equally at consumers and entrepreneurs, but only at end users. For the purposes of these Terms and Conditions, (i) a consumer is any natural person who enters into the contract for a purpose which can be attributed neither to their commercial nor their independent professional activity (§ 13 of the Civil Code - BGB) and (ii) an "entrepreneur" means a natural or legal person or a legal partnership that, upon conclusion of the contract, acts in the exercise of its commercial or independent professional activity (§ 14 para. 1 BGB).

(3) Terms and conditions of the customer do not apply, even if we do not separately object to their validity in individual cases.

## 2. Conclusion of contract

(1) Our offers in the online shop are not binding.

(2) By placing an order in the online shop, the customer makes a binding offer to purchase the product in question. We can accept the offer until the end of the third working day following the day of the offer.

(3) We will send to the customer immediately upon receipt of the offer a confirmation of receipt of the offer, which does not constitute acceptance of the offer. The offer shall only be deemed accepted by us as soon as we declare acceptance to the customer (via e-mail) or send the goods. The purchase contract with the customer is only concluded with our acceptance.

4) Every customer who is a consumer is entitled to cancel the offer in accordance with the following cancellation and return policy and to return the goods.

### - Cancellation Policy -

#### Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has or has taken possession of the goods. To exercise your right of withdrawal, you must contact us

Doghammer GmbH  
Grubholzer Straße 12  
83026 Rosenheim  
Germany  
[team@doghammer.de](mailto:team@doghammer.de)  
+49 8031 796 8736

by means of a clear statement (such as a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You can use the attached model withdrawal form, which is not required. In order to maintain the cancellation period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Goods, which are manufactured according to customer specification or are clearly tailored to personal needs, are excluded from the revocation according to §312d Abs. 4 Nr.

consequences of Withdrawal

In case of a cancellation of this contract, we have sent you all the payments we have received from you, including the delivery costs (except for the additional costs that result from giving you a different type of delivery than the cheapest standard delivery we offer have chosen to repay immediately and at the latest within fourteen days from the date on which the notification of your revocation of this contract has reached us. For this repayment, we use the same means of payment that you used in the original transaction, unless otherwise agreed with you; In no case will you be charged for this repayment fees.

We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return the goods immediately and in any event not later than fourteen days from the date on which you inform us of the cancellation of this contract to Doghammer GmbH, Grubholzer Straße 12, 83026 Rosenheim, Germany. The deadline is met if you send the goods before the deadline of fourteen days.

You bear the immediate costs of returning the goods. You only have to pay for a possible loss in value of the goods, if this loss of value is due to a handling that is not necessary for the examination of the nature, characteristics and functioning of the goods..

– End of revocation –

### **3. Price and Payment**

(1) All prices quoted are in euros and are final. They include any applicable statutory sales tax, but not shipping. Insofar as statutory sales tax is incurred, the VAT rate and proportion are shown in the invoice. Customs duties and similar charges have to be borne by the customer.

(2) Unless otherwise expressly agreed, we deliver only against payment in advance, invoice, Paypal, direct debit.

### **4. Shipment of the goods**

(1) Deadlines and dates specified by us for the shipment of the goods are always approximate and may therefore be exceeded by up to two working days. This does not apply if a fixed shipping date has been agreed

(2) All delivery times specified by us at the time of order or otherwise agreed begin on the day of receipt of the full purchase price, including any sales tax and shipping costs within advanced payment (such as PayPal, direct debit, payment in advance). In the case of payment by invoice (purchase on account), the specified or otherwise agreed terms of delivery apply with the receipt of an order or order confirmation.

(3) For the observance of the dispatch date only the day of the transfer of the commodity by us to the shipping company is decisive.

(4) Even if goods on the order form as "in stock" ("ready to order") is excellent, we are entitled to the sale of this product at any time, if

a) an indication on the limited availability of the goods has been made on the order form or

b) the payment is not received by us within a period of five working days after our acceptance of the offer.

In these cases, shipping within the agreed or specified by us deadline, as long as stocks last.

(5) If no delivery period is specified or otherwise agreed or if we are no longer obliged to observe an agreed delivery period because of the permitted sales in accordance with paragraph 4, a shipment is deemed to have been agreed within three weeks from the date specified in paragraph 1.

### **5. Shipping, insurance and transfer risk**

(1) Unless otherwise expressly agreed, we will determine the appropriate shipping method and carrier at our discretion.

(2) If the customer is a consumer, the risk of accidental loss, accidental damage or accidental loss of the delivered goods passes to the customer at the time the goods are delivered to the customer or the customer defaults on acceptance. In all other cases, the risk passes to the customer when the goods are delivered to the transport company.

(3) We will insure the goods against the usual transport risks at our expense.

## **6. Warranty**

The statutory provisions apply to the warranty.

Normal wear or wear, e.g. Matting, the goods do not constitute any warranty claims.

## **7. Data protection**

(1) We may process and save the data relating to the respective purchase contracts, insofar as this is necessary for the execution and execution of the purchase contract and as long as we are obliged to store this data due to legal regulations.

(2) The collection, transmission or other processing of personal data of the customer for other purposes is not permitted.

## **8. Applicable law and jurisdiction**

(1) Contracts between the seller and the customer shall be governed by the law of the Federal Republic of Germany, excluding the laws governing the international sale of movable goods. This choice of law applies to consumers only insofar as the protection afforded by mandatory provisions of the law of the state of the consumer's habitual residence is not withdrawn from the customer.

(2) If the customer is a merchant iSd. § 1 para. 1 of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the courts at our place of business are exclusively responsible for all disputes arising from or in connection with the respective contractual relationship. In all other cases, we or the customer may file suit before any court of competent jurisdiction.

## **9. Individualized products**

(1) The Onlineshop accepts no liability for the use of text, image or other materials provided by the customer for individual embroidery.

(2) The customer releases the online shop from liability in the case of claims of third parties, which are asserted against the online shop in connection with the use of such materials.

(3) Please note the right of withdrawal according to §312b Abs. 4 Nr.1

## **10. Online Dispute Resolution Platform (OS)**

The European Commission provides an online dispute resolution (OS) platform, available here <https://ec.europa.eu/consumers/odr/>.

We are ready to participate in an out-of-court conciliation procedure before a consumer arbitration board.

Responsible is the general consumer arbitration center of the center for conciliation e.V., Strassburger road 8, 77694 Kehl am Rhein, [www.verbraucher-schlichter.de](http://www.verbraucher-schlichter.de).