

Terms and Conditions for online sales in Germany (T&C)

Issued: 28.12.2017

SCOPE OF APPLICATION

The following terms and conditions and any other policies incorporated by reference, including without limitation, the Privacy Policy (collectively "T&C") in the issue valid as per date of placement of order apply exclusively for the business relationship between Navyboot (Germany) GmbH, Berlin, Kurfürstendamm 40/41, 10719 Berlin, Germany (hereinafter "NAVYBOOT", "we" or "us") and its customers who are purchasing products from the NAVYBOOT Online Shop (hereinafter "Online Shop").

Please read the T&C carefully before using the Online Shop and placing your order. The General Terms and Conditions that apply to your order will, however, be sent separately as an e-mail, together with the acknowledgment or delivery confirmation.

Our offers in the Online Shop are exclusively directed to customers having their residence and their delivery address in Germany.

We only sell our products to customers who are 18 years of age or older.

ELIGIBILITY TO PURCHASE

In order to make purchases from the Online Shop, you will be requested to provide your personal details. In particular, customers must provide their real first and surname, e-mail address and other requested information as indicated. Furthermore, when ordering products, you will be required to provide payment details and you represent and warrant that the payment details you provide on ordering are both valid and correct and you confirm that you are the person referred to in the billing information provided.

The Online Shop is available only to individuals who meet the requirements of NAVYBOOT, who have been issued a valid credit card by a bank acceptable to NAVYBOOT and who have authorised NAVYBOOT to process a charge or charges on their credit card in the amount of the total purchase price for the products which they purchase.

By making an offer to purchase products, you expressly authorise us to perform credit checks. For this reason and if NAVYBOOT deem necessary we transmit or obtain information about you to or from third parties from time to time, including but not limited to your credit-card number or credit reports, to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

Furthermore, you agree that we may use personal information provided by you in order to conduct appropriate anti fraud checks. Personal information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.

ORDERS

Our product presentation on our website and in the Online Shop solely represents a non-binding invitation for you to purchase products from us. All orders are subject to our acceptance and availability.

We are only able to accept orders that have a maximum order value of EUR 5'000 (including value-added tax but excluding any delivery charges).

NAVYBOOT offers products for sale that are on stock and available for dispatch from our distribution center. Please be aware that we may be unable to deliver selected products due to production problems or quality check issues identified when we receive your order. In these circumstances we will notify you by e-mail. Within 48 hours of being advised that the product has become unavailable, the amount blocked on your credit card shall be released.

PRICES

All of the prices listed on the website are in the indicated currency. Unless otherwise indicated, the listed prices include the currently applicable statutory value-added tax.

ACCEPTANCE OF YOUR ORDER

You make your choice in the Online Shop, add the products to the "Shopping Bag" by clicking on the "Add to Shopping Bag" button and submit your order to us. By sending your order, you submit a binding offer to conclude a sales contract with us.

You will automatically be sent an e-mail confirming the details of your order. This e-mail is NOT an acceptance of your order it merely records the fact that we have received the order.

We will send you a second e-mail when we dispatch your products which shall constitute our acceptance of your order, at which point a binding contract of sale will be concluded between you and us. The sale contract is deemed to be concluded in Germany.

We decide at our own discretion whether we will accept an order or not. We shall not be liable to you or a third party by reason of non acceptance of your order. In particular, we do not accept orders in the following events: (1) we are unable to obtain authorisation for payment; (2) the product ordered is out of stock or does not satisfy our quality control standards and is withdrawn; (3) you are not compliant with the T&C.

SHIPPING INFORMATION

All shipments will be carried out through mail service of DHL (Deutsche Post AG). The general terms of Deutsche Post AG and conditions will apply additionally and can be found on the following website: www.dhl.de.

TRACKING & TRACE

As soon as we have disposed your order for shipping, you will receive an e-mail with the shipment number of DHL. After an working day, you may track your products on the website www.dhl.de. To track your products, enter the shipment number online.

DELIVERY TIMES

Estimated delivery times (Germany): Within 4-7 working days

Estimated delivery times are to be used as a guide only and commence from the date of dispatch. We will make reasonable efforts to deliver the products within the time specified, but we do not accept liability for any failure to deliver within that time. Delays in delivery might occur due the fact that the products are sent from Switzerland and have to pass customs.

The risk shall pass upon delivery of the products to the customer.

SHIPPING COSTS

Shipping costs are provided during check-out and payment process. Unless indicated otherwise, our shipping costs are borne by NAVYBOOT if your order exceeds EUR 50.

PAYMENT METHODS

We offer a variety of different payment methods and you can select how you would like to pay for your products from the methods specified at the point of payment.

If paying by credit card, the full payment price will be debited from your card upon dispatch of your order.

You confirm that the credit card that is being used is yours or that you have been specifically authorised by the owner of the credit card to use it. All credit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your card refuses to authorise payment we will not accept your order and we will not be responsible for any delay or non-delivery.

We take all reasonable care to make our website secure. All credit card transactions on our website are processed using DataTrans, a secure online payment gateway that encrypts your card details in a secure host environment. If you are a registered NAVYBOOT user, we will securely store your credit card details on our systems. These details will be fully encrypted and only used to process card transactions which you have initiated.

To help ensure that your shopping experience is safe, simple and secure NAVYBOOT uses Secure Socket Layer (SSL) technology.

RIGHT OF WITHDRAWAL

You have the right to withdraw from this contract within 14 days without giving any reason. You receive a refund of the purchase price, provided that the products are returned within time and in the original packaging and in their original condition, have not been damaged and have not been worn. Refunds will be made to your selected means of payment as soon as the returned item arrives in our warehouse. You will receive an e-mail confirming that your order has arrived and the refund will follow. Depending on the credit card provider, it may take up to 14 days for the refund to appear on your bank statement.

NAVYBOOT bears the costs of the return delivery of goods if the product was purchased from a "registered customer" and if the postage-paid return sticker attached to the delivery is used. If you have purchased the product as "a guest" and not "as a registered customer", the return shipment is at your own cost and is not paid by NAVYBOOT.

To exercise your right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the model cancellation form below, but it is not obligatory.

Cancellation form

(Complete and return this form only if you wish to withdraw from the contract. You will find a downloadable version at the end of the page.)

To

Navyboot (Germany) GmbH
c/o Barth Logistik-Systeme GmbH + Co. KG
Retouren Webshop Navyboot
Am Fichtenwald 4
72379 Hechingen (Deutschland)

I hereby give notice that I withdraw from my contract of sale of the following goods:

- Ordered on:
- Name of consumer:
- Address of consumer:
- Date:

You also have the possibility to exercise your right of withdrawal by sending an e-mail to customer-service@navyboot.com.

You can also exercise your right of withdrawal by returning the relevant item to us, together with the pre-printed returns label and together with the return form to: Barth Logistik-Systeme GmbH + Co. KG; c/o NAVYBOOT (Germany) GmbH, Retouren Webshop, Am Fichtenwald 4, 72379 Hechingen (Deutschland).

Unfortunately, we do not accept returns in our NAVYBOOT stores.

We reserve the right not to accept your returns in the following events: (1) the 14 day grace period has expired, (2) the returned products are not received complete and not in immaculate condition.

Unidentified returns may be returned to the sender.

Please have the return shipment confirmed and store any necessary receipts/confirmations carefully in the event of any queries.

FAULTY GOODS

After receipt of your order, please check your products immediately for any faults.

Products are faulty if they are received damaged or have a material or manufacturing defect. Small and/or technically unavoidable deviations of quality, color, size, shape or design shall not be considered to be defects. Products that are damaged as a result of normal wear and tear are also not considered to be faulty.

If your products are faulty or do not meet your order please contact us at customer-service@navyboot.com and notify the defect (incl.details of your order such as order number etc.).

We will provide you a postage-paid return sticker for your return free of charge. We ask you to return the faulty product together with the return form indicating the fault within 14 days to: Barth Logistik-Systeme GmbH + Co. KG; c/o NAVYBOOT (Germany) GmbH, Retouren Webshop, Am Fichtenwald 4, 72379 Hechingen (Deutschland).

Faulty products are repaired or replaced. If the faulty product is not repairable or we may not provide you with replacement, we will give you a full refund (including delivery charges).

EXCHANGES

We do not provide a right to exchange goods. However, you can exercise your right to return the products (see section "right of withdrawal").

COLORS

We have made every effort to display as accurately as possible the colors of our products that appear on our website. However, as computer monitors vary, we cannot guarantee that your monitor's display of any color will be completely accurate.

YOUR PERSONAL DATA

The personal information that you provide to us whilst using the website and the Online Shop is very important to us and we will only collect and use it in accordance with our [Privacy Policy](#).

COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

All of the contents of the website, including text, photos, sounds, illustrations and software are our property or the property of affiliated companies, licensees and/or content providers. Your use of our website grants no rights to you in relation to copyright, design rights, trade marks or other of our intellectual property rights (or the intellectual property rights of third parties).

LIABILITY

To the extent permitted by law, NAVYBOOT accepts no liability for losses or damages.

FINAL PROVISIONS

We provide the website and the Online Shop to you solely for your personal, non-commercial use.

APPLICABLE LAW AND JURISDICTION

The laws of Germany apply to our contract relationship with you. The United Nations Convention on Contracts for the International Sale of Goods is excluded.

The place of jurisdiction shall be subject to the general legal provisions. The European Commission set up a platform for out-of-court settlements (Online Dispute Resolution platform), click here <http://ec.europa.eu/consumers/odr/>. Navyboot (Germany) GmbH will not participate in an alternative dispute resolution procedure that will be handled before a dispute resolution body.