

## GENERAL TERMS & CONDITIONS

By placing an order you accept the following General Terms and Conditions of s.Oliver Sales GmbH & Co. KG (hereinafter referred to as the "Operator").

## RIGHT TO EXCHANGE AND RETURN

You can return any item ordered from the comma online store within 14 days of receipt, without giving any reason, by using the mailing label provided to the following address:

s.Oliver Sales GmbH & Co. KG  
comma Online Store  
Michael-Dechant-Straße 11  
96260 Weismain  
Germany

Please also note that merchandise which is sent back has to be in a condition corresponding to a normal use for the purpose of checking the merchandise – as would be usual for trying it on in a store – and that they must still have the original tags on them. We reserve the right to demand compensation for items returned in poor condition due to additional usage. The costs for the return shipment will be borne by the customer.

Please follow the legal instructions of withdrawal according to Item "Legal instructions on withdrawal" below.

## DELIVERY/SHIPPING COSTS

Comma online store delivers to all countries mentioned below as long as stocks last. The cost of shipping is 4,95€ flat.

You will find the delivery period for your order during the order process (step 1 to 3). If you have decided to pay in advance, the period begins one day after completing the transaction (issuing a payment order to the bank). We deliver to Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden (except Faroe Islands, Greenland, Azores, Madeira, Canary Islands, Martinique, French Guiana). We do not deliver to other countries than the aforementioned. The minimum order value is €24.00.

## PRICES AND PAYMENT METHODS

All prices indicated in the comma online store include the currently valid German VAT, except Belgium, Croatia, Czech Republic, Estonia, Finland, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Poland, Romania, Slovakia and Slovenia. All prices are indicated in Euros.

You can choose whether you wish to pay the merchandise by MasterCard, Visa Card, Advance Payment or PayPal.

## **ACCEPTANCE OF ORDERS**

The Operator is free to refuse online orders. It is at the Operator's sole discretion whether it accepts an order. In the event that the Operator cannot carry out an online order, the Operator will notify the customer of this without delay.

The comma online store does not accept any orders from customers who are not yet 18 years old.

An order confirmation does not yet constitute a binding sales contract. The sales contract only takes effect after delivery of the goods.

The following steps are required in order to submit your binding order via your online shopping bag: Place the item you have selected into your virtual shopping bag by clicking "Add to Bag". You can open and change your shopping bag at any time by clicking the respective button. Once you have placed your desired item into your shopping bag, you can access the options "Log in", "Register now" and "Continue without registration" via the shopping interface and by clicking on the "Proceed to checkout" button.

After selecting (1) the billing & delivery address and the delivery method, accepting our General Terms and Conditions and selecting (2) the payment method, you will be redirected to (3) the website to review your order once again. Here you have the option of reviewing and changing your order data and cancelling your order (e.g. by closing the browser window).

You can submit your order by clicking on the "Buy now" button.

All items will be delivered without the decorative elements in the image, unless explicitly stated otherwise in the item description.

## **TRANSPORT DAMAGE**

The customer shall notify the respective delivery company immediately, regardless of his/her warranty rights, if items are delivered with obvious damage to the packaging or the contents. The customer shall refuse acceptance and contact the Operator at once using the hotline at +49 9572 91 60 59\* or in another manner (e-mail, post), so that the Operator can maintain any rights against the dispatcher.

\*Standard landline rate from your telephone provider, mobile phone rates may vary

## **STORAGE OF CONTRACT TEXT**

The contract text is not saved by the Operator and cannot be accessed after completing the order process. You can, however, print the order data immediately after having sent the order request.

## **RETENTION OF TITLE**

The goods delivered remain the property of the Operator until they have been paid in full.

## **LEGAL INSTRUCTIONS ON WITHDRAWAL**

### **RIGHT OF WITHDRAWAL**

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods, in the case of partial deliveries, the last of the goods.

To exercise the right to withdraw, 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 attached model withdrawal form for this purpose, but it is not obligatory. Address the withdrawal to:

E-Mail: [widerruf@comma-store.com](mailto:widerruf@comma-store.com)

Telephone +49 9572 91 60 59\*

Post: s.Oliver Sales GmbH & Co. KG, Department Digital Business, s.Oliver Straße 1, 97228 Rottendorf, Germany

\*Standard landline rate from your telephone provider, mobile phone rates may vary

You can also exercise your right of withdrawal by returning the goods without comment. Provided that deviating circumstances do not arise, returning the goods without comment will be understood as a statement of withdrawal.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

## **EFFECTS OF WITHDRAWAL**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (the costs for the return shipment will be borne by the customer), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us at:

s.Oliver Sales GmbH & Co. KG, comma Online Store, Michael-Dechant-Straße 11, 96260 Weismain, Germany

The deadline is met if you send back the goods before the period of 14 days has expired. You are liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

The following model withdrawal form complies with all statutory information requirements. It is not necessary to state your withdrawal separately, e.g. by using the form below. It is enough to return the goods without comment.

## **MODEL WITHDRAWAL FORM**

(Complete and return this form if you wish to withdraw from the contract)

- Send To: s.Oliver Sales GmbH & Co. KG, Department Digital Business, s.Oliver Strasse 1, 97228 Rottendorf, Germany. E-mail: [widerruf@comma-store.com](mailto:widerruf@comma-store.com)
- I/We(\*) hereby give notice that I/we(\*) withdraw from my/our(\*) contract of sale for the following goods(\*)/for the provision of the following service(\*)
- Ordered on(\*)/received on(\*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this form is notified on paper)
- Date

(\*)Delete as appropriate

## DATA PRIVACY AND CREDITOR PROTECTION

As a basic principle, all personal data will be handled confidentially.

Your personal data collected are processed, used and saved for the purpose of handling and carrying out your order. Where necessary, your data will be forwarded to affiliated companies and/or our service partners, who will process and use the data for the purpose of handling your orders.

When data is processed, your interests worthy of protection are taken into account as required by law.

## WARRANTY

The consumer can make a claim under the warranty for purchased goods that are defective according to the legal regulations. In particular, the customer can demand supplementary performance (a new delivery or a repair of the defects). The comma online store is entitled, however, to replace the goods if the repair of defects would incur unreasonable costs. Warranty claims expire two years after the delivery of the goods. When making his/her warranty claim, the buyer must provide the order number, his/her name and address as well as brief information explaining the reasons for the claim. At the Operators request, the customer will send the defective goods for examination at the Operators cost and risk to the following address:

s.Oliver Sales GmbH & Co. KG, comma Online Store, Michael-Dechant-Straße 11, 96260 Weismain, Germany

## COPYRIGHT AND TRADEMARKS

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Information about the Operator

s.Oliver Sales GmbH & Co. KG  
Ostring  
97228 Rottendorf  
Germany

Telephone +49 9572 91 60 59\*

E-Mail: [service@comma-store.eu](mailto:service@comma-store.eu)

Personally liable partner:

s.Oliver Sales Verwaltung SARL, 1, Grand-Rue, L-8372 Hobscheid, RCS Luxembourg, B 259790

Managing Directors: Jürgen Otto (CEO), Kai Bauknecht, Carsten Schmitz, Thomas Rothe

Würzburg District Court HRA 7662

VAT ID-no.: DE 812 318 148

Würzburg-Schweinfurt Chamber of Commerce and Industry

Online dispute resolution pursuant to art. 14 sub-section. 1 ODR Regulation:

The European Commission has provided a platform for settling disputes online. You can find this [here](#).

s.Oliver Sales GmbH & Co. KG is neither willing nor obliged to participate in dispute resolution procedures before a consumer arbitration body.

\*Standard landline rate from your telephone provider, mobile phone rates may vary

## **EXCLUSION OF LIABILITY FOR LINKS TO EXTERNAL WEBSITES**

We do not have any influence on the content of websites from other parties that may be linked on our website. We therefore cannot assume responsibility or liability for these contents. The respective provider or operator of these pages is always responsible. The linked pages were checked for possible and identifiable legal violations at the point in time when the links were placed. No infringements of the law were recognisable at the point in time when the links were placed. However, it is not reasonable to constantly monitor the content of the linked pages without specific signs of infringement. As soon as an infringement of the law becomes known, we will immediately remove the links in question.

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