

TERMS & CONDITIONS

As of April 2025

General Terms and Conditions and Client Information

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1) Scope of Application

1.1 These Terms and Conditions of HANDON dressed to sell GmbH (hereinafter "Seller") apply to all contracts concluded between an entrepreneur (hereinafter "Client") and the Seller for all goods and/or services offered in the Seller's online shop. The Client's own terms are excluded, unless explicitly agreed.

1.2 These Terms also apply even if the Seller delivers the order while being aware of conflicting or deviating terms of the Client.

2) Conclusion of the Contract

2.1 Product descriptions in the Seller's shop are not binding offers but serve as an invitation for the Client to submit a binding offer.

2.2 The Client can submit an offer via the online order form. By completing the order and clicking the final button, a legally binding offer is made.

2.3 The Seller may accept the offer within five days:

- by confirming the order in writing or electronically,
- by dispatching the goods,
- by requesting payment,
- or by debiting the Client's account (in case of direct debit).

If the offer is not accepted within this period, it is considered rejected.

2.4 After submission, the contract content including these T&Cs will be sent to the Client and stored by the Seller. Registered Clients may also view the contract via their account.

2.5 The Client can review and amend input before finalizing the order.

2.6 The contract may be concluded in either German or English.

2.7 Communication occurs by email. The Client must ensure the accuracy of the provided email and adjust spam filters if necessary. Data is handled per GDPR and the Seller's Privacy Policy.

2.8 Special terms only apply to the specific contract and not to future dealings.

2.9 If the Client becomes insolvent or unable to pay, the Seller may withdraw from the contract. §§ 321 BGB and 112 InsO apply.

2.10 When purchasing digital content, the Client acknowledges that the right of withdrawal may expire upon delivery if they have given prior consent.

3) Prices and Payment Conditions

3.1 Prices are net, excluding VAT, packaging, freight, insurance, duties, and fees.

3.2 Payment options are as listed in the Seller's online shop.

3.3 In case of prepayment, payment is due immediately.

3.4 Payment is considered made once credited. In case of late payment, default interest of 10% above base rate applies. Payments cover costs and interest first, then principal.

3.5 If unexpected cost increases arise (e.g., currency shifts, supplier prices), the Seller may adjust prices, provided delivery is more than four months post-contract.

3.6 PayPal payments are handled under PayPal's terms: [PayPal User Agreement](#).

4) Shipment and Delivery Conditions

4.1 Delivery occurs to the address provided unless agreed otherwise.

4.2 Partial deliveries are permitted if reasonable, and may be invoiced separately.

4.3 If a supplier fails to deliver, the Seller may cancel the contract, provided the Seller is not at fault and a cover transaction was made. Refunds will be issued immediately.

4.4 Risk passes to the Client upon handover to the shipping company—even if the Seller pays shipping. If installation is included, risk passes upon handover of the installed item.

4.5 If delivery is delayed due to the Client, risk passes upon notice of readiness for dispatch. Storage costs incurred are payable by the Client.

4.6 Personal collection is not available.

5) Force Majeure

The Seller may delay delivery or withdraw from the contract if unforeseeable, unavoidable events (force majeure) occur beyond their control. This includes natural disasters, strikes, war, and other disruptions. Legal Client rights remain unaffected.

6) Delay in Performance

6.1 The Client may withdraw from the contract if the Seller is in culpable delay and legal requirements are met.

6.2 The Client must inform the Seller within a reasonable time whether they insist on delivery or wish to withdraw.

6.3 If shipping is delayed by over a month at the Client's request, storage fees of 0.5% per month (max. 5%) apply.

6.4 Both parties may prove higher or lower actual damages.

6.5 These limits do not apply in cases of intent, gross negligence, or injury to life or health.

7) Reservation of Title

7.1 Ownership remains with the Seller until full payment is made.

7.2 If goods are processed, the Seller becomes co-owner of resulting goods.

7.3 Reserved goods may not be pledged or assigned. Resale is only permitted under retention of title, with claims assigned to the Seller.

7.4 The Client must notify the Seller of third-party access. Collected proceeds must be paid to the Seller if due.

7.5 If the security exceeds the Seller's claims by 10%, excess will be released upon request.

8) Warranty Claims

8.1 Minor defects do not justify rejection of goods. If only part of the goods are defective, the entire delivery may not be refused unless partial delivery is of no interest. Payment may only be withheld proportionally. Free goods are excluded from warranty unless there is intent or gross negligence.

8.2 No warranty is provided for wear and tear, misuse, excessive stress, unsuitable equipment, or improper modifications.

8.3 Warranty is excluded for used goods.

8.4 The limitation period for defect claims is one year from delivery. Subsequent performance restarts the limitation only for that specific defect.

8.5 The above limitations do not apply:

- to goods used in construction that caused defects,
- in cases of damages due to legal rights,
- if the Seller concealed the defect,
- or under § 445a BGB (recourse claims). Section 12 applies here.

8.6 Business Clients must follow § 377 HGB inspection and notice obligations. Failing to do so results in loss of rights.

8.7 The Seller may choose whether to repair or replace.

8.8 In case of replacement, the defective goods must be returned within 30 days, including order details. If the goods cannot be identified due to Client fault, the Seller may refuse return or refund. Return shipping is paid by the Client.

8.9 If the Seller provides a replacement, they may charge for usage under § 346(1) BGB. Other legal claims remain unaffected.

9) Liability

9.1 The Seller is fully liable:

- in cases of intent or gross negligence,
- for injury to life, body, or health,
- under any agreed warranty,
- or under mandatory legal provisions (e.g., product liability law).

9.2 For negligent breaches of essential contractual duties, liability is limited to foreseeable, typical damages.

9.3 In all other cases, liability is excluded.

9.4 These rules apply to legal representatives and agents of the Seller.

10) Statute of Limitation

Claims not related to warranty (Section 8) expire one year from discovery, and no later than five years from delivery, unless unlimited liability applies under Section 9.

11) Retention and Assignments

11.1 The Client may only assert retention or refuse performance if counterclaims are undisputed or legally established.

11.2 Assignment of claims under the contract is excluded, especially warranty claims.

12) Applicable Law and Jurisdiction

12.1 German law applies, excluding the UN CISG.

12.2 For business Clients, public-law entities, or special funds, the place of jurisdiction is the Seller's registered office. The Seller may also bring claims in the Client's jurisdiction.