

Terms & Conditions

§1: General

(1) This page contains HÄNSCHENKLEIN terms & conditions. Please read these terms & conditions carefully before ordering any HÄNSCHENKLEIN product. The terms & conditions apply to all orders placed by the customer (hereinafter referred to as “you” or “customer”) with HÄNSCHENKLEIN (hereinafter referred to as “HÄNSCHENKLEIN”, “us” or “we”). You should understand that by ordering any of our products and by simply using www.haenschenklein.shop, you agree to be bound by these terms & conditions and the information below.

(2) Only persons 18 years or older, who are not under guardianship, can place an order.

(3) Please be sure to read and understand the information in the instruction manual that comes with your purchase.

(4) The inclusion of any products or services on www.haenschenklein.shop at a particular time does not imply or warrant that these products or services will be available at any time. We reserve the right to discontinue any product at any time.

(5) Customer service Mails will be answered within 24 hours.

(6) We reserve the right to amend these Terms & Conditions from time to time without prior notice to you. The version of the Terms & Conditions that will apply to your order will be those on www.haenschenklein.shop at the time you place your order.

(7) Subsidiary agreements have not been concluded.

§2: Conclusion of the contract

(1) The presentation of all products in our online shop does not constitute a binding offer. It simply shows our nonbinding offer, which is supposed to incite the buying impulse in the customer.

(2) By confirming an order, the customer delivers a binding purchase offer which is directed towards the conclusion of a sales agreement about the goods contained in the shopping cart.

HÄNSCHENKLEIN will confirm the order by sending the customer an e-mail confirmation. The order confirmation does not represent an acceptance of the offer but shall only acknowledge to the customer that their order was received by us. The acceptance of the offer by the customer is accepted by HÄNSCHENKLEIN at the latest when the ordered

products are sent. The customer is always informed that the offer has been accepted. HÄNSCHENKLEIN reserves the right to accept any order.

If an order is not confirmed by us for any reason, the customer will be informed immediately. In such cases, any payments already made shall be refunded without delay.

(3) We sell products in small quantities as customary in the retail trade.

§3: Reservation of title, right of retention, offset right

(1) At the event of when a product is sold out, HÄNSCHENKLEIN has the right to cancel the order and refund the amount paid.

(2) The products shall remain the property of HÄNSCHENKLEIN until complete payment is received.

(3) The offset right and right of retention will only exist for the customer if the counterclaim is based on the same contractual relationship and recognized, undisputed, ready for decision or legally recognized claims or, when we commit fundamental violations of obligations of the same contractual relationship despite a written reminder and does not offer appropriate collateral.

§4: Prices, Payment & Maturity

(1) The prices displayed at www.haenschenklein.shop include the statutory value added Tax but do not include a delivery charge.

(2) Having a product held in your shopping cart does not guarantee you'll secure your purchase.

(3) The payment is due as soon as the order is placed. The price applicable is that set at the date on which you place your order.

(4) All products remain property of HÄNSCHENKLEIN until full payment is made. Please read the terms & conditions for the payment gateway chosen for the transaction as they are responsible for the transactions made.

(5) In the event of default in payment, HÄNSCHENKLEIN is authorized to send a payment reminder where a legal fee of 3,99€ will apply.

(6) HÄNSCHENKLEIN holds the right to take legal action for non payment customers of any kind and report said actions to necessary partners.

(7) We reserve the right to refuse delivery and to review the customer's creditworthiness.

(8) Please be aware: Delivery to non-EU countries may be subject to possible custom duties or taxes in the recipient country, which have to be paid by the customer.

§5: Shipping & Delivery Charges

(1) HÄNSCHENKLEIN endeavours to dispatch orders in the fastest possible time and in the order in which they are placed. Please allow 1-3 business days for your order to be processed and shipped.

Depending on your residence in Germany, please allow further 1-3 business days for your order to arrive.

Depending on your home country within Europe, please allow further 4-8 business days for your order to arrive.

Depending on your home country worldwide, please allow further 5-14 business days for your order to arrive.

(2) Though we aim to deliver within the communicated time frame, delivery may take longer due to unexpected events. In the unlikely event the delivery time exceeds 30 days, you may cancel your order.

(3) If we are unable to deliver your full order and have to make more than one delivery, there will be no additional charges for those further deliveries. The delivery charge for each order will be the same, regardless of the size or weight of your order. The cost for each delivery method is clearly indicated during the check-out process.

(4) Our standard delivery charges:

Germany: 3,95€

Shipping: 9,95€:

Austria

Belgium

Czech Republik

Denmark

Liechtenstein

Luxemburg

Netherlands

Shipping 14,95€:

Estonia

Finland

France

Hungary

Ireland

Italy

Latvia

Lithuania

Monaco

Poland

Portugal

Sweden

Slovakia

Slovenia

Spain

United Kingdom

Shipping 29,95€:

Australia

Argentina

Andorra

Brasil

Bulgaria

Chile

China

Costa Rica

Croatia

Ecuador

Greece

Iceland

Israel

India

Indonesia

Japan

Jordan

Korea

Malaysia

Morocco

Mexico

New Zealand

Norway

Paraguay

Peru

Russia

Switzerland

South Africa

Thailand

Turkey

United Arab Emirates

Uruguay

Venezuela

Vietnam

(5) In the event of returning an order, the return shipping costs must be covered by the customer.

(6) If your order does not arrive by the scheduled date, please contact HÄNSCHENKLEIN customer service by E-Mail: info@haenschenklein.shop.

(7) HÄNSCHENKLEIN is not responsible for lost packages due to mistyped addresses.

(8) Please make sure that the shipping costs and payment fees are recognized before confirming the purchase.

§6: Liability

(1) Nothing in our Terms & Conditions shall exclude or limit our liability with regard to any matter for which it would be unlawful for us to limit or exclude our liability.

(2) HÄNSCHENKLEIN accepts liability for intentional breach of duty, fraudulent concealment of a defect, death or personal injury caused by our negligence or that of our employees and agents. We do not seek to exclude liability for fraudulent misrepresentation by us or our agents and employees.

(3) If we breach these Terms & Conditions, we shall only be liable for losses which are reasonably foreseeable consequence of such breach.

(4) HÄNSCHENKLEIN is not liable for slight negligence resulting in the breach of secondary obligations, with the exception of secondary pre-contractual obligations.

This is without prejudice to liability for culpable damage to life, limb or health; this also applies to mandatory liability under the Product Liability Act and other mandatory statutory provisions.

(5) We are not responsible for indirect losses which are a side effect of the main loss or damage or for failure to deliver the goods or to meet any of our other obligations under these Terms & Conditions where such failure is due to an event that is beyond our reasonable control, which includes but is not limited to riot, civil disturbance, storm, fire, flood, nuclear accident and terrorist activity.

(6) The maximum liability of HÄNSCHENKLEIN to the customer for any loss or damage in connection of your order on www.haenschenklein.shop shall be limited to the total price of the order.

§7: Colors & Fabrics

(1) We are trying our hardest to show you all product properties as exact as only possible, including the correct display of colors and the composition of the product. Still, the color indication depends on your computer system and screen resolution. This is why we cannot guarantee that our colors are correctly displayed on your screen.

(2) HÄNSCHENKLEIN linen blends are all natural woven fibers. You may notice nubs (a lump, or thick place in the yarn of a woven wrap that occurs commonly in the weaving process) or other cosmetic changes throughout the fabric. These accents are purely cosmetic and do not affect the safety of your carrier. They are part of the texture and beautify the fabrics we use.

§8: Return Policy

(1) We are happy to accept return 100% of your purchase on unused items within 14 days of your arrival date for German and international customers without mentioned reason, provided that all items are returned in the same condition they were in upon your receipt. Please note that the product must be returned unused and in original packaging. This means the items should not have been damaged, soiled, washed, altered or worn (other than to try the product on).

(2) In the event of an exchange, your original purchase will be reimbursed and a new purchase made. Refund will be given once item is received by us.

(3) If you wish to cancel or return your order, please provide us, HÄNSCHENKLEIN (Neumarkt 10, 04109 Leipzig, Germany) with notice in writing either by post or preferably via Email to info@haenschenklein.shop with subject titled "Return" or "Exchange" and add your name and order number to the email body (order number can be found in your initial email receipt) and we will take care of it right away!

(4) Please remember that financial responsibility for the return is yours until it reaches us. You are liable for damage to the garments until we receive them at our warehouse, so in case of a dispute, we recommend that you keep the collection point receipt as proof of postage.

(5) If you have been charged for the items, you will receive a refund which will include HÄNSCHENKLEIN standard delivery costs and exclude the costs of the return. We will provide a refund attempting to use the same method used to make the payment (or, if the items have not been paid for, reflect the return of the items in your account balance) as soon as possible and at the latest within 14 days of receiving your notice of cancellation, provided we have received the items or evidence of you having sent back the items. We hold the right to withhold the reimbursement until we received the goods back. Another payment method may be used for the refund, provided that you consent to such change. In any case this will not generate any additional charges.

(6) There is no right of withdrawal in respect of items that have been manufactured on the basis of individual specifications of the customer which are clearly tailor made for any personal need or in respect of such items that are unsuitable for the return.

The letter of cancellation is to be sent to:

HÄNSCHENKLEIN
Judith Kugel
Neumarkt 10
04109 Leipzig
GERMANY

Phone: +49 1577-6417664

Email: info@haenschenklein.shop

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HÄNSCHENKLEIN
made in germany

LETTER OF CANCELLATION

Complete and return this form only if you wish to withdraw from the contract:

HÄNSCHENKLEIN
Judith Kugel
Neumarkt 10
04109 Leipzig
GERMANY

Phone: +49 1577 6417664
E-Mail: info@haenschenklein.shop

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*) /provision of the following service

Date of order (*):

Received (*):

Name(s) of customer(s):

Address of customer:

Signature of customer(s):

Date:

(*) Delete as applicable

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§9: Warranty

(1) If the purchased product has any defects, the customer can choose a new, defect-free item. Please let us know by returning the item to us without delay. Those rights conform with the general warranty rights. Any claims for damages of the customer come in force with §6 of these terms & conditions.

(2) The period of limitation shall be two years in the case of new purchased items. With items that are referred to as second quality, the period of limitation shall be one year. These periods of limitation do not count for claims for damages that are caused by damage to life, limb or health.

(3) There is no declared guarantee on our products.

§10: Copyright & Trademark

(1) All property rights, such as trademarks and copyrights at www.haenschenklein.shop remain with us and its subsidiaries or licensors. This counts especially for pictures, graphics, logos and videos, including their layout on our website. Any use of www.haenschenklein.shop or its contents, including copying or storing such content in whole or part, other than for your own personal, non-commercial use, is prohibited without the explicit permission of HÄNSCHENKLEIN.

(2) HÄNSCHENKLEIN is a registered trademark and is there for not reusable or to be reproduced in any way or manner.

§11: Severance & choice of law

(1) If any part of these Terms & Conditions is disallowed or found to be ineffective by any court or regulator, the other Terms & Conditions shall continue to apply.

(2) Concerning all contractual relations between HÄNSCHENKLEIN and the national and international customers, the laws of the Federal Republic of Germany shall exclusively apply with the exclusion of all international supranational (contractual) legal systems, especially of the Law on Sales of the UN and The Hague Conventions relating to a Uniform law on the International Sale of Goods.

§12: Personal information

(1) All personal information you provide HÄNSCHENKLEIN will be handled by us as responsible for the personal information. The personal information you provide will be used to ensure deliveries to you and to provide offers. The information you provide is only available to HÄNSCHENKLEIN and will not be shared with third parties. You have the right to inspect the information held about you.

(2) All transactions, including payments, are secure and encrypted.

§13: Washing & Care

(1) We recommend washing by hand or machine in cool water on gentle cycle. Unthread sling when washing. Placing a sock over the rings when washing will help protect the rings. Liquid detergent without optical brighteners recommended.

(2) Hang or lay flat to dry. Due to the nature of linen, the carrier will wrinkle. You may iron the sling if desired.

§14: Online Dispute Resolution

Information about the Online Dispute Resolution: The European Commission allocates an internet platform for online dispute settlements, which arise out of contractual obligations of online purchase agreements. This platform is available under the following link:

<http://ec.europa.eu/consumers/odr>