



## **General Terms and Conditions of Business of edel+stahl DESIGN GmbH**

### **1. Scope of Application**

Orders will only be accepted subject to the following terms and conditions of business in the version that is valid at the time of the order. Decisive for integration in the contract concerned are the General Terms and Conditions of edel+stahl DESIGN GmbH. Any conflicting terms and conditions of business stipulated by the customer are not accepted. Any individual agreements, however, remain unaffected.

### **2. Offers and Conclusion of Contract**

Details contained in the customer's guide or on electronic media (especially on web pages) do not constitute offers but only provide information on products and prices. Any order may be accepted as an offer, at edel+stahl DESIGN GmbH's discretion, by sending an order confirmation or by delivery.

### **3. Special Notices Regarding the Use of the Products**

The use of chastity belts and other edel+stahl DESIGN GmbH products should take place only in accordance with our special instructions to avoid damage to your body and health. These are enclosed with the delivery of the goods.

### **4. Right of Revocation**

**You may revoke your contract declaration within two weeks without stating reasons by giving written notice (e.g. by letter, fax, or e-mail) or – if you have received the goods prior to the expire date – by returning the goods.**

**The period of revocation starts upon receipt of this information in written form, but in no case prior to receipt of the goods by the recipient (in case of recurring deliveries of similar goods in no case prior to receipt of the first partial delivery) and not prior to fulfilment of our obligations to provide information pursuant to Section 312 c (2) of the German Civil Code (*Bürgerliches Gesetzbuch*; "BGB") in conjunction with Section 1 (1), (2) and (4) of the German Civil Code Ordinance on Information Obligations (*BGB-Informationsverordnung*; "BGB-InfoV") and our obligations pursuant to Section 312 e (1) first sentence BGB in conjunction with Section 3 BGB-InfoV, either. For observing the time-limit for the revocation, the timely dispatch of the revocation or the goods will be deemed sufficient.**

**The revocation must be addressed to**

edel+stahl DESIGN GmbH, Im Wüstfeld 21, D-64859 Eppertshausen - Germany -  
Fax: +49 6071 3 938 827 E-Mail: [info@my-steel.de](mailto:info@my-steel.de)

**The right to revocation does not apply to contracts for the delivery of goods, which are produced in accordance with customer specification or are clearly fabricated to personal requirement, or which, due to their composition, are not suitable for return or whose expiration date would be exceeded or for the delivery of audio or video recordings or software, inasmuch as the delivered data carriers have been unsealed by the consumer or to the delivery of newspapers, magazines or pictorials.**

### **Effects of revocation**

In the event of an effective revocation, the performance received by each party is to be returned and any benefit obtained (e.g. interest) surrendered. If the customer is unable to return the received performance in whole or in part, or only to return it in a deteriorated condition, compensation for the value must be provided. This does not apply to the provision of goods if the deterioration of the goods results exclusively from inspecting them – as would have been possible, for example, in a shop. Otherwise, the customer can avoid the obligation to provide compensation for the value by not taking the goods into use as if they were his/her own, and by refraining from any action that could impair the goods' value. Goods that are suitable for dispatch by parcel are sent back at our risk. The customer has to bear the costs of the return consignment. Otherwise, the return consignment will be free of charge to the customer.

Goods not suitable for dispatch by parcel will be collected at the customer's house. The customer must meet his/her obligations to make reimbursements of payments within 30 days. For the customer, the time period for making said reimbursements starts on the date of dispatch of his/her declaration of revocation or the goods; for us, it starts upon receipt thereof.



## **Special Note**

The customer's right of revocation with respect to a service expires prematurely if the customer's contractual partner has started the provision of the service prior to the end of the period of revocation upon the customer's express consent, or if the customer has caused such service provision himself/herself.

*End of the Information on the Right of Revocation*

## **5. Withdrawal in the Event of Unavailability**

edel+stahl DESIGN GmbH is entitled to withdraw from the contract if the ordered goods are unavailable due to no fault of edel+stahl DESIGN GmbH. In such case, edel+stahl DESIGN GmbH will immediately inform the customer of such unavailability and restore any consideration paid by the customer without undue delay.

## **6. Prices und Delivery**

Any price quotations include all taxes including V.A.T. in the amount of 19% and other price elements. Delivery and shipping costs accrue additionally and are shown separately in the actual offer.

The chastity belts and bondage items are produced individually by edel+stahl DESIGN GmbH by hand in accordance with the measurements given by the Customer; the delivery period for chastity belts is therefore 3 weeks. For all other goods, edel+stahl DESIGN GmbH reserves the right to adhere to a delivery period of 2 weeks. A large part of the tailoring can be delivered immediately, however, so that most items are shipped within 3 to 7 working days.

If the Purchaser is a consumer, the risk of accidental decay or deterioration of the sold item also for a mail order is transferred only on the item's being transferred to the Purchaser; if the Purchaser is an entrepreneur, this risk shall be transferred for a mail order to the Purchaser on delivery of the item to the haulage company, the carrier or other person designated to carry out shipping. It is of no moment for transfer if the Purchaser is in default of acceptance.

## **7. Payment, Default in Payment, Delay in Taking Delivery**

edel+stahl DESIGN GmbH sends the goods cash before delivery (CBD), or cash on delivery (COD) and is not obliged to make any advance deliveries. If, nonetheless, edel+stahl DESIGN GmbH sends the goods on account, a default involving payment of default interest will be deemed to exist no later than 30 days after delivery and receipt of an invoice or equivalent statement. In the event of default, edel+stahl DESIGN GmbH will charge interest at a rate of 5% above the base rate, and, in the case of companies, at a rate of 8% above the base rate. edel+stahl DESIGN GmbH's right to assert compensation for any further damage remains unaffected. In the event of default, edel+stahl DESIGN GmbH will be entitled to demand return of the goods delivered subject to retention of title without such demand being construed as a withdrawal from the contract, or to retain the goods until payment has been effected.

## **8. Retention of Title**

edel+stahl DESIGN GmbH reserves the right to ownership of the delivered goods up to complete payment of the purchase price. For contracts with companies, edel+stahl DESIGN GmbH reserves the right to ownership of the delivered goods up to complete payment of all demands from a current business relationship.

## **9. Warranty and Liability, Set-off, Assignment**

Warranty shall adhere to the statutory provisions and amounts to 2 years; inasmuch as the party ordering is not a consumer, the warranty is limited to 1 year. The warranty period commences on transfer of the goods.

Please note: For silicone profiles and their adhesion to goods, the warranty is limited to 1 year!

Inasmuch as there is a defect in the delivery or service, the warranty claims are limited first of all to subsequent performance. In subsequent performance fails, the party is due the statutory claims, namely he is entitled, in accordance with his own choice, to withdraw from the contract or to demand appropriate reduction in the remuneration (reduction). edel+stahl DESIGN GmbH is not liable for damage which arises through incorrect use of the products or other than the intended use. The regulations of the Product Liability Act are not affected thereby.

In commercial business transactions, it is necessary for the commercial customer to meet his inspection and complaint responsibilities determined in accordance with sections 377, 378 HGB.

In the event of a warranty claim, please contact:

In business transactions with commercial customers, it is required that the commercial customer has duly complied with his/her obligations as to the examination of the delivery and the notification of the defects as provided in sections 377, 378 of the German Commercial Code (*Handelsgesetzbuch*; "HGB").

A set-off against edel+stahl DESIGN GmbH's claims for payment of the purchase price is only admissible if the customer's counterclaims have been recognized, both in nature and amount, and are undisputed or have been finally adjudicated. Any assignment of receivables from edel+stahl DESIGN GmbH under this agreement is only permissible subject to edel+stahl DESIGN GmbH's prior written consent.

## **10. Data Protection**

**Inasmuch as you do not, in the individual case, issue expressed agreement for further-reaching collection/processing/use of your data, the following shall apply;**

edel+stahl DESIGN GmbH shall collect personal data only entered within the framework of the order process to be able to carry out the purchase contract, namely your name, address, email address and, apart from this, inasmuch as you provide information voluntarily, your physical measurements, your company, title, telephone number, facsimile number, turnover tax identification number, delivery address. If you pay with your credit card, your credit card data shall also be noted. edel+stahl DESIGN GmbH shall store the data only for processing and carrying out your order and only within the framework of statutory regulations. The data are only sent to third parties if this is necessary to execute the purchase contract and the delivery. The shipping company receives, for example, knowledge of your data inasmuch as this is necessary for delivery of the goods. Your payment data are sent to the credit card company to process credit card payments. Additionally to this, your data are not passed on to third parties. You can ask for your stored data at edel+stahl DESIGN GmbH.

## **11. Records of the Text of the Contract**

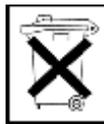
We do not keep records of any texts of contract, which – hence – cannot be viewed again once the order process has been concluded. You may – however – print out the details of your order immediately after sending the order.

## **12. Disclaimer Regarding Links to Third-Party Web Sites**

On its web pages, edel+stahl DESIGN GmbH provides links to other web pages. With regard to all such linked pages, edel+stahl DESIGN GmbH hereby declares that it has no influence whatsoever on the configuration and contents of such linked pages. We therefore expressly distance ourselves from all contents of all linked third-party web pages and we do not adopt such contents as our own. This declaration includes all links presented and all contents of such linked pages.

## **13. Batteries regulation**

In accordance with § 12 Satz 1 Nr. 1-3 BattV (regulation over the withdrawal and disposal of used batteries and accumulators in the version of publication on 27. March 1998 (BGBl. I S 658)), we point out that the customer as a final consumer is legally obliged to return batteries which are harmful and wasted. You can return the batteries free of charge after usage in collecting containers of selling point or in your direct neighbourhood (for example local collecting places). If batteries are sent to us, the package has to be franked sufficiently. Batteries or rechargeable batteries containing harmful substances are marked with the symbol of a through-crossed garbage bin.



Next to the garbage bin symbol you will find the chemical marking of the harmful substances. "Cd" stands for cadmium, "Pb" for lead, "Hg" for mercury, "Li" for lithium, "Ni" for nickel, "Mh" for metal hydride and "Zi" for zinc.

## **14. Place of Performance, Place of Jurisdiction, contract language and Governing Law**

The place of jurisdiction and performance is Frankfurt, Germany. For consumers, this choice of law shall apply only to the extent that the protection granted is not withdrawn through compelling provisions of the law of the state in which the consumer has his usual place of residence. Application of the CISG (UN Convention on the International Sale of Goods) is ruled out. The language of the agreement is German.



### **15. Severability**

The invalidity or unenforceability of individual provisions of the contract does not affect the validity of the remaining provisions. The invalid or unenforceable provision will be replaced by the respective legal provisions.

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