

## Terms and Conditions

### 1. INFORMATION ABOUT US

This site is operated by and the goods you purchase will be supplied by eXXpozed - sports & fashion Andreas Oliver Bindhammer e.K. ("we"). We are registered in Handelsregister: Amtsgericht Kempten (Allgäu) under company number HRA 9260 and with our registered office at Lindauer Str. 6, 87439 Kempten (Allgäu), Germany. Our main trading address is : eXXpozed - sports & fashion Andreas Oliver Bindhammer e.K. Inhaber: Andreas Oliver Bindhammer Lindauer Str. 6 87439 Kempten (Allgäu) Deutschland Our VAT number is DE 273473695.

### 2. YOUR PERSONAL INFORMATION

We will use your personal information in accordance with our [Privacy Policy](#), which forms part of these terms.

### 3. CONTRACT CONCLUSION

If you submit an order for goods via this site by clicking 'Submit order', your order is an offer to us to buy the goods on our website. After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. We will confirm our acceptance to you by sending you an e-mail that confirms that the products have been dispatched. If we are unable to supply you with an ordered product, for example because that product is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site, we will inform you of this by e-mail and we will not process your order. If you have already paid for the products, we will refund you the full amount including any delivery costs charged as soon as possible. If the details in the email confirming your order are not correct, or if you are not satisfied with the details in the email, please contact us at [info@exxpozed.com](mailto:info@exxpozed.com) or +49 - (0)831 9306247-0. The contractual language is English. We store the contract's content and will send you the details of your order as well as our general terms via email. The general terms can be found at all times. The details about your recent orders can be found in your customer login.

### 4. PRICE AND DELIVERY COSTS

We shall use our reasonable endeavours to ensure that the prices quoted on our site are correct. Information displayed on this site relating to pricing is subject to change by us without notice, but those on the site at the time of any order placed will be the prices applicable to that order. Where the correct price of the goods is less than our stated price, we will charge the lower amount on dispatch. If the correct price of the goods is higher than the price stated on our site, we may, if possible, reject your order in our discretion, in which case we will notify you of such rejection and the correct price for the goods. Unless stated otherwise, all prices include VAT (where applicable) but exclude delivery costs. Delivery costs can be looked up [here](#). They will be notified to you separately before you submit your order and will be confirmed to you by email.

### 5. AVAILABILITY AND DELIVERY

Information displayed on this site relating to availability is subject to change by us without notice. We cannot guarantee permanent or continuous availability of all products on this site. All orders are subject to availability at all times. We will deliver the goods ordered by you to the address you give us for delivery at the time you make your order on the site. Delivery will be made according to the information on the product pages after your order is accepted. We are not responsible for any delay in delivery caused by the unavailability of someone to take delivery of the products. It is your responsibility to contact the post office or courier company as applicable to arrange the collection or delivery of products that could not be delivered because you were unavailable.

## 6. PAYMENT

Payment for goods can be made by one of the following payment methods:

payment in advance

cash on delivery

PayPal

Credit card

Debit card

Payment for goods will be made in accordance with the procedure explained in the information page [payment methods](#).

## 7. 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.

To exercise the right of withdrawal, you must inform us

eXXpozied - sports & fashion  
Andreas Oliver Bindhammer e.K  
Owner: Andreas Oliver Bindhammer  
-Returns department-  
Lindauer Str. 6  
87439 Kempten (Allgäu)  
E-Mail: [info@exxpozied.com](mailto:info@exxpozied.com)  
Fax: +49 (0)831 93062479

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

You can also electronically fill in and submit the model withdrawal form or any other unequivocal statement on our website <http://www.exxpozed.com/revocation>. If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by e-mail) without delay.

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 (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), 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 at

eXXpozed - sports & fashion  
Andreas Oliver Bindhammer e.K  
Owner: Andreas Oliver Bindhammer  
-Returns department-  
Lindauer Str. 6  
87439 Kempten (Allgäu)  
E-Mail: [info@exxpozed.com](mailto:info@exxpozed.com)  
Fax: +49 (0)831 93062479

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. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

You are only 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.

## 9. CANCELLATION BY US

We reserve the right to cancel the contract between us if, for example:

we have insufficient stock to deliver the goods you have ordered;

we do not deliver to your area; or

one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

If we do cancel your contract we will notify you by email and will re-credit to your account any sum deducted by us from your credit or debit card as soon as possible but in any event within 30 days of your order.

## 10. TITLE AND RISK

You will become the owner of the goods you have ordered when they have been delivered to you and we have received clear funds in full payment for the goods. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

## 11. LIABILITY

We are not responsible if you cannot access the site properly or at all because of any event outside our control, for example (without limitation) the performance of your or our ISP, your browser or the internet.

This site relies in part on software to work. Whilst we will monitor the site, we cannot guarantee that the site or any individual feature of the site will be error free, available all the time and/or free from viruses. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of content.

Nothing in these terms will affect any liability we may have: (a) for fraudulent misrepresentation; (b) for death or personal injury arising from our negligence; (c) under Part I of the Consumer Protection Act 1987; (d) for breach of any condition as to title or quiet enjoyment of or in relation to any goods supplied by us; or (e) in relation to any other liability, including any liabilities under sale of goods or supply of services legislation, that may not by applicable law be excluded or limited.

## 12. EVENTS BEYOND OUR CONTROL

We will have no liability to you for any delay in delivering goods you have ordered that is caused by

any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion.

### 13. INVALIDITY

If any part of these terms is unenforceable, the enforceability of any other part of these terms will not be affected.

### 14. LAW AND JURISDICTION

These terms are governed by German law. Any contract for the purchase of goods from this site and any dispute or claim arising out of or in connection with any such contract will be governed by German law. You and we both agree that the courts of Germany will have non-exclusive jurisdiction.

### 15. NOTICES

All notices you send us must be sent to the [contact details](#) on this site. We may give notice to you at either the email or postal address you provide to us when making a purchase. [Notice will be deemed received and properly served 24 hours after an email is sent or three days after the date of posting of any letter.] In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an email that the email was sent to the specified email address of the addressee.