

## **General terms and conditions of the online store for ROCKBIRD GmbH merchandise**

### **1. Conclusion of contract**

The presentation of the goods in the online store does not constitute a legally binding offer. The customer submits a binding offer to purchase the goods by placing the online order. We accept the offer to purchase goods either by expressly confirming the order by email or by delivering the ordered goods. The order confirmation we send by email to confirm receipt of the order does not constitute a legally binding acceptance of the offer to purchase goods.

### **2. Payment**

Our invoices become due and payable in euros in full upon delivery of the goods to the customer. We retain the title to the goods until the purchase price has been paid in full.

### **3. Claims for defects**

If the customer is a consumer, they will be entitled to exercise their statutory rights in the event of a defect. If the customer is not a consumer, the following shall apply in a supplementary manner: We will, at our option, remedy the defect either by eliminating the defect or by replacing the defective product. Claims for defects and compensation are subject to limitation periods as provided for by law.

### **4. Cancellation policy**

Right to cancel

You have the right to cancel this agreement within fourteen days without giving any reason. The cancellation period will expire fourteen days from the date on which you or a named third party, other than the carrier, have taken possession of the goods. To exercise your right to cancel, you must inform us (ROCKBIRD GmbH, Spitalgasse 15, 71083 Herrenberg, Germany, [hello@rockbird.eu](mailto:hello@rockbird.eu)) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or by email). To meet the cancellation deadline, it is sufficient for you to send your communication stating that you are exercising your right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this agreement, we will refund all payments received from you, including the costs of delivery (except for the supplementary costs arising if you choose a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and within fourteen days of the date on which we have received your notice of cancellation. Unless expressly agreed otherwise, we will use the same means of payment for your refund that you used to pay for your order; in any event, you will not incur any fees as a result of the refund. We may withhold the refund until we have received the goods back from you, or you have supplied evidence of having sent back the goods, whichever comes earlier.

You shall be obliged to return the goods to us promptly and at the latest within fourteen days from the date on which you have notified us of your intention to withdraw from the agreement. The deadline is met if you send back the goods before the period of fourteen days has expired. You bear the direct costs of returning the goods.

### **5. Final provisions**

If any provision of this agreement is or becomes invalid, the validity of the remaining provisions of this agreement will not be affected or impaired thereby.