

GENERAL TERMS & CONDITIONS OF PANZER APPAREL

- April 2009 -

§ 1 Preface

For the business connection between PANZER APPAREL and the buyer only the following terms and conditions apply. Differing terms and conditions on the part of the buyer will not be accepted at any time, unless PANZER APPAREL and its executives provide an explicit written confirmation.

§ 2 Conclusion of an Agreement

At first, there will be checked to what extent PANZER APPAREL is able to carry out the order. Not till then we will accept the offer going hand in hand with the order – all or part of it. By providing a valid e-mail address the buyer receives a confirmation of the order. This confirmation does not constitute an acceptance of your offer, but simply provides information that your order has been placed. An act of sale only comes into force, when we ship your ordered products to you.

The contracting party is:

PANZER APPAREL
Anzo Sadoni (Owner)
Hohenstaufenstraße 6
80801 München

Executive: Anzo Sadoni
Tax Number: 146/181/30801

E-Mail: info@panzer-apparel.com

§ 3 Right of Withdrawal

Any customer has the right to revoke his / her contractual statement in writing within two weeks, without stating reasons, within two weeks of receipt of the goods (e.g. letter, e-mail) or by returning the goods. This period of time starts with the arrival of the goods the soonest and not before receiving this instruction. The revocation period shall be deemed observed if the goods are returned or notice of revocation is given within this period.

The revocation has to be addressed to:

bestellung@panzer-apparel.com

or in writing respectively by returning the goods:

PANZER APPAREL
Anzo Sadoni (Owner)
Hohenstaufenstraße 6
80801 München
Deutschland/Germany

Consequences of Revocation:

In the event of a valid revocation of this agreement each party shall return to the respective other party the benefits received. You are not able to return the received benefits at all, only in part or in a state of worsened quality (i.e. altered, washed, worn or worn-out textiles), you are obliged to accomplish value replacement by means of money (EURO). This does not apply for a surrender of goods, when the impairment is due to means of quality inspection – as you might have had the opportunity in a retail store. Incidentally, you are able to avoid the obligation for value replacement when you treat the goods not like your own property, but instead omit everything which might affect the value of the products.

Goods being ready for shipping are to be returned at your own risk. You have to pay the costs when the case matches the ordered goods and when the price of the returned goods does not exceed a worth of EUR 40,00. In other cases we refund the charges/costs for reshipment. You are obliged to meet your obligations concerning the reimbursement of payments within 30 days after the dispatch of your revocation.

For return applies:

Please make sure that you receive an undamaged package (if necessary open the package in the presence of the postman). Do not in any case accept a damaged delivery (e.g. an opened box or similar). Only products from undamaged received deliveries can be reclaimed or returned. Never take damaged parcels. With the acceptance of the delivery you approve tacitly that everything's right. After you have confirmed that, damaged items cannot be returned or reclaimed for compensations.

The return of the complaint item must be completed within four weeks after receipt of the ordered item.

As a buyer you are not obliged to give reasons for your return. However, we kindly ask you to tell us the reasons for the return.

We suggest you keep the shipping package for at least four weeks, in order for you to be able to reship the goods safe and protected back to us.

When reshipping within Germany via Deutsche Post AG/DHL we kindly ask you to use the duly completed delivery advice note which you can download as a pdf [here](#). Make sure you enclose a copy of your invoice as well. The same applies for customers within the European Union.

Reshipments from outside the European Union are not possible.

§ 4 Payment Conditions

All prices quoted in our webshop are quoted in Euros and inclusive of VAT.

Payment can be carried out through:

PayPal:

When you choose “PayPal“ as the method of payment, the goods are being prepared for shipping and when we receive the confirmation from PayPal (PayPal (Europe) S.à r.l. & Cie, S.C.A.), that the money has been transferred to our bank account, we ship your package to you. For this comfortable and safe method of payment we charge EUR 2,00 for the usage of PayPal for each single order.

Advance Remittance:

In your shopping cart you choose the payment method „I pay via advance remittance“. After you have placed your order and everything is okay, you receive an order acceptance via e-mail (do not confuse the e-mail of the order acceptance with the notification that your order has arrived in our system, which you get right away after having placed your order) with a demand for payment. Not until then you are kindly asked to transfer the money to our bank account and make sure that you enter all important data – what you have received from us – in the money transfer form. The essential data is the order number and your complete name. Upon receipt of the money the delivery of your order/package to you is being carried out. This method of payment is free of a separate charge, so that you only have to pay EUR 6,50 for postage and packing if applicable.

Bank connection for money transfers within Germany:

Account Holder: Anzo Sadoni
Bank Name: Deutsche Kreditbank (DKB)
Account Number: 1004 955 983
Bank Code: 120 300 00

Please make sure that you always indicate the note of payee/ the reason of payment, i.e. the order number as well as the name of the buyer/ customer.

Shipping and Handling:

For the costs of shipping and handling for covered shipping within Germany we charge EUR 6,50 for each single order. For orders within Germany applies: From an order value of EUR 100,00 (here counts the mere value of goods excluding possible postal charges) the costs for shipping and handling do not apply anymore and you will receive your package free of charge for shipping and handling. In the case that not all ordered goods are available, the amount of money of the invoice nevertheless still adds up to EUR 75,00 (excluding possible postal charges) you will receive your package free of charge for shipping and handling.

By indicating a valid e-mail address you will get informed in advance about the availability of all the goods. Upon receipt of the money (= purchase price) the delivery of the goods to the indicated shipping address is being executed. Though we always try to carry out our order as soon as possible, we want to point out that generally the delivery time might take up to 14 days from the day the order was placed at our webshop.

Costs for shipping and handling outside of Germany:

All deliveries outside of Germany comprise euro-based prices including VAT (19 % for the time being). Additionally, you might have to add charges for shipping and handling. For shippings inside the European Union* the costs for shipping and handling are EUR 10,00 for each single order (uninsured shipping; covered shipping costs EUR 17,50).

For shippings outside the European Union costs for shipping and handling are EUR 34,00 (covered shipping; for uninsured shipping we charge EUR 14,50. The goods remain at the risk of the buyer, which means that you take the risk!)

Costs for shipping and handling for customers in Switzerland:

Uninsured shipping: EUR 14,50
Covered shipping: EUR 31,00

*EU: Belgium, Bulgaria, Danmark (except Färöer, Greeland), Estonia, Finland (except Ålandinseln), France (except territories overseas and departements), Greece (except Mount Athos), Great Britain (except Channel Islands), Ireland, Italy (except Livigno and Campione d'Italia), Latvia, Lithuania, Luxemburg, Malta, Monaco, The Netherlands (except outereuropean territories), Austria, Poland, Portugal, Romania, Sweden, Slovakia, Slovenia, Spain (except the Canary Islands, Ceuta + Melilla), Czech Republic, Hungaria, Cyprys/Republic (except the northern part)

Payment can be carried out through:

PayPal:

When you choose “PayPal“ as the method of payment, the goods is being prepared for shipping and when we receive the confirmation from PayPal (PayPal (Europe) S.à r.l. & Cie, S.C.A.), that the money has been transfered to our bank account, we ship your package to you. For this comfortable and safe method of payment we charge EUR 2,00 for the usage of PayPal for each single order.

Advance Remittance:

In your shopping cart you choose the payment method „I pay via advance remittance“. After you have placed your order and everything is okay, you receive an order acceptance via e-mail (do not confuse the e-mail of the order acceptance with the notification that your order has arrived in our system, which you get right away after having placed your order) with a demand for payment. Not until then you are kindly asked to transfer the money to our bank account and make sure that you enter all important data – what you have received from us – in the money transfer form. The essential data is the order number and your complete name. Upon receipt of the money the delivery of your order/ package to you is being carried out. This method of payment is free of a separate charge, so that you only have to pay for postage and packing if applicable.

Orders with the destination Austria and other countries of the European Union and which order value (here counts the mere value of goods excluding possible postal charges) are at least EUR 200,00 will be shipped free of charge for shipping and handling.

Please pay attention to the following concerning bank tranfers from abroad:

We solely accept bank tranfers which feature the standard of the Euopean Union. Consequently, you are always obliged to indicate the IBAN and the Swiftcode. Otherwise, we will charge you with the bank charges which have been invoiced to us.

Bank connection for bank transfers from abroad:

Account Holder: Anzo Sadoni
Bank Name: Deutsche Kreditbank (DKB)
Account Number: 1004 955 983
IBAN: DE13 120 3 00 00 1 004 9559 83
BIC/ SWIFT: BYLADEM 1001

§ 5 Reservation of Proprietary Rights

We maintain the ownership of delivered items until the full payment.

§ 6 Guarantee

We guarantee that the goods shipped by us are free of any shortage of material as well as free of errors being caused during fabrication. In the line of statutory provisions you are allowed to complain about the delivered goods on the basis of legitimate defects. PANZER APPAREL is not liable for the

adequacy of the goods concerning a certain purpose of usage intended by the buyer. We suggest you examine the delivered goods immediately upon receipt concerning any possible imperfection. Regular wearing or fading of the goods does not justify a warranty claim.

§ 7 Privacy/ Data Protection

Registration:

Ordering at PANZER APPAREL is very easy. Accordingly, we offer a free registration – the storage of your personal data within a password protected personal account – so that you do not have to enter your name and your mailing address again when shopping at PANZER APPAREL again. Your personal account at PANZER APPAREL simplifies the order transaction and offers the following:

- Items will be stored in your shopping cart, so that you are able to continue shopping at a later date.
- You do not have to enter your name and your mailing address again when shopping at PANZER APPAREL again.
- You are able to change your personal data in the sector „My Account“.

The registration is totally free and without obligation. Do you wish your account to be deleted? Then please send us an E-Mail with the subject matter „Request for deletion of my account“ to kundenservice@panzer-apparel.com. Please keep in mind that by doing so your complete personal data will be deleted from our data base and you will have to register again, if you want to place a new order.

Our code of practice concerning data protection are in accord with the Federal Data Protection Act (BDSG) as well as the Tele Services Data Protection Act (TDDSG). By placing your order you agree that your personal data, which have been indicated and/or updated by you during the initiation and execution of the conclusion of the contract on PANZER APPAREL's websites, will be stored by the company PANZER APPAREL, Hohenstaufenstraße 6, 80801 Munich.

Required data for the transaction processing will be stored by us and will be – if applicable – forwarded to affiliated companies. Furthermore, data concerning addresses and ordering will be surveyed and processed for marketing purposes. Your legitimate interests will be respected in accordance with legal regulation. However, you have the right to object the utilisation, processing respectively the forwarding of your personal data for marketing purposes at any time by sending us a notification via info@panzer-apparel.com. Upon receipt of your objection we will immediately stop using those affected, relevant personal data for marketing purposes.

Cookies are but small textual information, which get saved on your harddisc of your computer by your browser. Our cookies do not contain any individual-related information (your privacy is absolutely secure). They simply serve the purposes of navigation and recognition.

§ 8 Liability

PANZER APPAREL is not liable for disadvantages and defects, which have not come into being at the delivered goods. In particular, PANZER APPAREL is not liable for lost sales and gains or for any other financial loss of the buyer/ the customer. As far as the contractual liability of PANZER APPAREL is excluded or restricted, this contractual liability also applies for employees, salesmen and auxiliary persons.

§ 9 Miscellaneous

- The period of availability of limited offers will be displayed in each case in our webshop.
- Part-deliveries are reserved. They have to be accepted by the buyer.

- Though we try to make sure we provide a thorough stocking, it may occur that a product is sold out much quicker than designated. Consequently, we do not give a delivery guarantee. This is imperative: While stocks last! This mainly applies for special offers!
- In the case that you as the end-consumer do not call a residence in the European Union your own, our business location is the court of jurisdiction.
- Unless otherwise stated, all textiles are made of 100 % cotton.
- When placing an order online, the price at the point in time of the order is in force. Subsequent alterations of prices are reserved. Errors might occur.
- Due to the process of printing minimal colour deviations might occur.
- These terms as well as all accordingly executed contracts of sale are subject to German Law to the exclusion of UN-Convention on Contracts for the International Sale of Goods
- The participation in our raffles/ competitions does not depend on orders or other commitments and is exclusively reserved to the visitors of the websites www.panzer-apparel.com or the participation of so called “Gewinnspiel-Eintrags-Service-Anbieter” (raffle-entry-service-providers) or similar providers is strictly forbidden. In case of contravention legal proceedings will be instituted against the provider.
- All of the content of www.panzer-apparel.com is subject to the Copyright and belongs to PANZER APPAREL (owner Anzo Sadoni). Reprint, copy (as well as copy in extracts), linking etc. must be authorised by PANZER APPAREL.
- All deliveries are subject exclusively to the above-mentioned Delivery Terms as they are stated at the time the order is placed.

§ 10 Final Clause

As the place of delivery Munich is agreed upon by the contracting parties.

In case any of the named terms above becomes invalid, all other terms keep their validation. The invalid term shall be replaced by a valid term whose content and economical purpose mostly resembles the content and economical purpose of the invalid term.

PANZER APPAREL

Munich, April 2009