

General terms and conditions regarding purchase agreements that are completed on www.orbasics.com

(including all subpages to this website. Linked pages to other URLs are not considered subpages)

between

Orbasics UG (haftungsbeschränkt)
% Kulturschöpfer e.V.
Grünberger Straße 13
10243 Berlin
Phone: +49(0)1717588734
E-Mail: hi@orbasics.com

Registered in the commercial register of the district court Berlin-Charlottenburg under registration number HRB 186781 B

represented by the managing director Lilija Bairamova

VAT number: DE312164370

- hereinafter called "provider"

and

Customers of Orbasics

- hereinafter called "customer".

Orbasics is an online store that offers stylish, sustainable and self-designed children's clothing. The simple basics can be easily combined with each other with their numerous color options. All garments are produced environmentally friendly, under fair-trade rules and without any slogans, prints or other elements.

1. Scope and Definitions

1.1. These General Terms and Conditions (hereinafter referred to as "Terms and Conditions") apply to all contracts entered on www.orbasics.com (hereinafter "Orbasics").

1.2. All agreements made between you and us in connection with the purchase agreement are based in particular on these Terms and Conditions, our order confirmation and our declaration of acceptance.

1.3. The version of the Terms and Conditions valid at the time of the contract agreement is the version that is binding.

1.4. We do not accept differing terms and conditions made by the customer. This also applies if we do not expressly object to the inclusion of such terms and conditions.

1.5. The terms and conditions apply regardless of whether you are a private consumer or an entrepreneur. You are a consumer, insofar as the purpose of the ordered deliveries can not be attributed predominantly to your commercial or entrepreneurial business activity. By contrast, you are an entrepreneur if, as a natural, legal person or partnership with legal capacity, you acted in pursuit of your commercial or independent professional activity when concluding the contract.

2. Formation of a Contract

2.1. The mere presentation and promotion of our goods on Orbasics does not constitute a legally binding request for the conclusion of a contract. Rather, it is a non-binding invitation to submit an offer for one of our listed products.

2.2. To place an order, select the desired products by clicking the "Shopping Cart" button. The items will then be collected in your shopping cart.

2.3. If you have finished your selection, you can continue your order process by pressing the button "Shopping Cart" in the top right corner. Inside the shopping cart, you will see a list of all selected products so that you can make corrections if necessary.

2.4. If all the products you have selected are correctly listed in the shopping cart, you can place a legally binding order by clicking on the button "confirm order".

2.5. However, the request can only be transmitted if you accept our terms and conditions by activating the "Accept terms and conditions" checkbox, so that they can be included in your request.

2.6. Immediately after clicking on the button "confirm order" and accepting these terms and conditions, you, the customer, will receive an automatically generated email in which the receipt of your request is confirmed (acknowledgment of receipt).

Such an email does not entail a binding acceptance of the order, unless a confirmation of acceptance is given next to the confirmation of receipt.

In this email or in a separate email, but at the latest upon delivery of the goods, a contract text (consisting of the order, terms and conditions and the order confirmation) will be transmitted to you by Orbasics via a durable medium (email or paper print).

A contract only comes about once we accept your order by a declaration of acceptance or by delivery of the ordered items.

2.7. You have the option to set up a user account on Orbasics for the processing of your order and future orders. The credentials entered when registering must be valid and accurate. The username and password created by you must always be kept secret. The provider assumes that the person using the username and password is you, the customer.

The provider reserves the right to suspend a user account if a such an account is used with the intention of disrupting the operation of the services on Orbasics. If you use multiple accounts to interfere with service operations on Orbasics, we may take action against all your user accounts.

If you log in to a public computer as part of a single-sign-on process (e.g., Facebook Connect) and do not log out, third parties using the computer after you may have access to your Orbasics user account(s). Therefore, we advise you to log out of all services after using a public computer.

2.8. If the delivery of the products ordered by you is not possible, for example because the corresponding goods are no longer in stock, we refrain from accepting the order. In this case, no contract is concluded. We will inform you about this immediately and will refund any remuneration priorly received.

2.9. The formation of the contract takes place in the english language.

3. Cancellation Policy

3.1 When concluding a long-distance transaction, consumers generally have a statutory right of revocation, about which the provider subsequently informs in accordance with the statutory model. In section 3.2. there is a sample withdrawal form.

3.2. With the model withdrawal form, the provider informs as follows, according to the legal regulations:

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period expires 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

Orbasics UG
c/o Kulturschöpfer e.V.
Grünberger Str. 13
10243 Berlin
Email: support@orbasics.com

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail).

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.

You shall send back the goods or hand them over to us 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 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.

End of the cancellation policy

4. Terms of delivery and reservation of advance payment

4.1. We are entitled to partial deliveries, as far as this is reasonable for the customer.

4.2. The delivery time is about 3-5 working days within Germany after conclusion of the contract. If the delivery is to another country in the EU, the delivery period is a maximum of 10 working days after the conclusion of the contract.

4.3. For orders of customers living or working abroad or for reasonable grounds for a risk of payment default, we reserve the right to deliver after receipt of the purchase amount and shipping costs (reservation of advance payment). If we make use of the advance payment reservation, we will inform you of this immediately. In this case, the delivery period begins with payment of the purchase price and shipping costs.

4.4. Delivery of our goods is possible to all countries, except:
Canada, USA, Myanmar, Central African Republic, Comoros, Cuba, Equatorial Guinea, Falklands, Guinea Bissau, Iran, Johnston Island, Kiribati, North Korea, Mayotte Island, Myanmar, Nauru, Niue, Saint Pierre Et Miquelon, Sao Tome & Principe, Sierra Leone, Solomon Islands, Somalia, St Helena, Sudan, Syria, Tajikistan, Tokelau Islands, Turkmenistan, Tuvalu, Wake Islands, Republic of Yemen.

5. Prices and shipping costs

5.1. We strive to ensure that all prices on Orbasics are correct. This however can not always be guaranteed. If we find a mistake in the quotation of any item you have ordered, we will notify you as soon as possible and give you the opportunity to confirm your order at the correct price or to cancel it.

If we do not reach you for this, we will consider the order as canceled. If you want to cancel the order, but have already paid the item, we will credit you the full amount.

5.2. All prices quoted by Orbasics, including gross prices, insofar as they are calculated, are understood to be the statutory value added tax at the rate of the respective country of invoice within the EU. If necessary, costs will be incurred by your bank for currency conversion, which you have to bear. For customers outside the EU, the prices quoted do not include VAT.

5.3. The corresponding shipping costs are specified in the order form and are to be borne by you, as long as you have not exercised your right of cancellation. Depending on which country your order is from, we will cancel the shipping costs from the following order values:

Germany: from 100 Euro

EU: from 150 Euro

International 1: from 200 Euro

International 2: from 300 Euro

Shipping Countries	Shipping Cost	Free Shipping	Shipping Company
Germany	4,90€	from 100€	DHL Go Green
European Union	12€	from 150€	DHL Go Green
International 1	16€	from 200€	DHL Go Green
International 2	33€	from 300€	DHL Go Green

European Union	International 1	International 2
Austria Belgium Bulgaria Croatia Cyprus Czech Republic Denmark Estonia Finland France Germany Greece Hungary Ireland Italy Latvia Lithuania Luxembourg Malta Netherlands Poland Portugal Romania Slovakia Slovenia Spain Sweden United Kingdom	Albania Bosnia Herzegovina Iceland Lichtenstein Macedonia Moldova Monaco Montenegro Norway Switzerland Serbia Ukraine Belarus	all other countries

5.4. In the case of a partial delivery in accordance with section 4.1, shipping costs will only apply to you for the first partial delivery. If the partial deliveries are made at your request, we will charge shipping costs for every partial delivery.

5.5. The delivery of the goods takes place by postal service. The shipping risk is borne by the provider if you are a consumer.

5.6. If you effectively revoke your contractual agreement in accordance with Section 3 of these Terms and Conditions, you may, under the statutory conditions, demand the reimbursement of costs already paid for the shipping of your purchase (forwarding costs) (see section 3.2.)

6. Terms of Payment, Offsetting and Right of Retention

6.1. With the conclusion of the purchase contract, the payment is due immediately. If the due date of the payment is determined according to the calendar, the customer is already in delay by failure to meet the deadline. In this case, you have to pay us a default interest of 5 percentage points above the base rate. The obligation of the customer to pay default interest does not exclude the assertion of further damages by the provider.

6.2. You can make your payment by credit card, via PayPal, AmazonPay or Klarna (purchase on account or purchase on installments).

6.3. As a customer, you can change the payment method stored in your user account at any time.

6.4. You are not entitled to offsetting against our claims, unless your counterclaims are legally established and undisputed. You are also entitled to offset against our claims if you assert claims for defects or counterclaims from the same purchase contract.

6.5. As a buyer, you may only exercise a right of retention if your counterclaim is based on the same purchase agreement.

7. Retention of Title

The delivered goods remain our property until full payment of the purchase price.

8. Warranty

8.1. Liability for material or legal defects of delivered products is subject to the applicable statutory provisions, in particular §§ 434 ff. BGB. The limitation period for statutory claims for defects is two years for consumers and begins with the delivery of the goods. For entrepreneurs, the warranty period for goods delivered by the supplier is twelve months.

8.2. An additional guarantee regarding goods supplied by us exists only if this was expressly stated in the order confirmation to the respective article. In the case of guarantees issued by the supplier for certain articles, these are in addition to the claims for material and legal defects.

8.3. The warranty rights lose their validity if you as the customer have modified the goods and have thereby caused the defect.

9. Liability

9.1. The provider, its vicarious agents or legal representatives are liable to you as a customer in all cases of contractual and non-contractual liability for intent and gross negligence in accordance with statutory provisions for damages or reimbursement of futile expenses.

9.2. In other cases, unless otherwise stipulated in clause 9.3, we shall be liable only in the event of a breach of a contractual obligation whose fulfillment makes the proper execution of the contract possible in the first place and on which you as a customer can regularly rely (cardinal duty), limited to replacement of predictable

and typical damage. In all other cases, the liability of the provider is barred subject to the provision in Section 9.3.

9.3. The liability of the provider for damages resulting from injury to life, body or health and under the Product Liability Act remains unaffected by the above limitations of liability and exclusions.

9.4. A constant availability of a data communication over the Internet can not be guaranteed. Therefore, the provider assumes no liability for the availability of the offered products at all times or for any downtimes.

9.5. The limitations of clause 9.2, 9.3. and 9.4. apply also to the legal representatives and vicarious agents of the provider, insofar as claims are asserted directly against them.

9.6. The resulting liability limitations from clauses 9.2., 9.3., 9.4. do not apply if the provider fraudulently concealed the defect or provided a guarantee for the quality of the goods. The same applies if the provider has made an agreement with you as the customer about the nature of the item.

10. Copyrights

10.1. The provider has ownership of copyrights to all pictures, films and texts published on the website. A use of the pictures, films and texts - even in parts - is not permitted without our express consent.

11. Closing Provisions

11.1. The law of the Federal Republic of Germany applies with the exception of the the UN sales law. If you, as a customer, have placed an order as a consumer and are an ordinary resident in another country at the time of your order, the application of the mandatory legislation of that country remains unaffected by the choice of law made in sentence 1.

11.2. If you are a merchant and have your office in Germany at the time of ordering, the exclusive place of jurisdiction is the registered office of the provider. Apart from that, the applicable statutory provisions apply to local and international jurisdiction.

11.3. The terms and conditions remain binding even in the case of legal invalidity of individual points in their remaining parts. In place of the ineffective points, if available, the statutory provisions will function. If this represents an unreasonable hardship for the provider or for you as a customer, however, the contract as a whole becomes ineffective.

11.4. Dispute resolution: The EU Commission has created an Internet platform for the online dispute resolution of disputes. The platform serves as a point of contact for the out-of-court settlement of disputes concerning contractual obligations arising from online sales contracts. More information is available at the following link: <http://ec.europa.eu/consumers/odr>

We are open to take part in a dispute settlement procedure before a consumer arbitration board.

The responsible consumer arbitration board is:

Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V.

Contact: Straßburger Str. 8 77694 Kehl

Phone: +49 7851 7957940

Telefax: +49 7851 7957941

Internet: www.verbraucher-schlichter.de

E-Mail: mail@verbraucher-schlichter.de

This arbitration board is a "general consumer arbitration board" according to § 4 paragraph 2 sentence 2 VSBG.

Orbasics UG, Berlin