



## **General Terms and Conditions for contracts with consumers**

(as of: 24 October 2018)

### **Section 1 Contractual partners, scope of application**

- (1) Contractual partners of the following General Terms and Conditions shall be Buffalo Boots GmbH, Schanzenstraße 41, 51063 Köln/Cologne, Germany, represented by managing directors, Mr. Sven Voth, Mr. Tim Spickenbom (following referred to as "Buffalo") and the customer, as far as it is a consumer (in the following referred to as "customer").
- (2) All deliveries and services provided by Buffalo for the customer shall exclusively be made on the basis of the following General Terms and Conditions in their valid version at the time of placing the order, if and as far as they are not modified by individual agreements between the contractual partners. These General Terms and Conditions shall exclusively apply for sales made via the website [www.buffalo-boots.com](http://www.buffalo-boots.com).
- (3) The customer acknowledges the validity of these General Terms and Conditions within the framework of the ordering process by sending the completed order form. Buffalo does not accept conditions of the customer which conflict with or deviate from these General Terms and Conditions, unless Buffalo gave its prior consent to their validity.

### **Section 2 Conclusion of the contract**

- (1) The offers of Buffalo on its websites are a non-binding invitation to the customer to order goods from Buffalo.
- (2) The contract between Buffalo and the customer concerning the goods chosen and added to the shopping cart by the customer shall be concluded by completing the order form provided on the website and sending this form by clicking on the button "BUY" or by pressing the "Enter" key (binding offer made by the customer) on the one hand and by Buffalo's acceptance of this offer by sending a declaration of acceptance ("confirmation") to the e-mail address stated by the customer in the order form and receipt of this declaration in the e-mail inbox of the customer allocated to the address or by delivery of the ordered goods to the customer on the other hand. The customer shall receive it together with a sample withdrawal form after the order, at the latest upon delivery of the ordered goods.
- (3) The customer shall receive an automatic order confirmation after completion of his order. However, this order confirmation does not yet represent an acceptance of the contractual offer.
- (4) It is at the sole discretion of Buffalo to accept or reject an order. In the case that an order is rejected, Buffalo shall immediately inform the customer.
- (5) In the overview for the final confirmation of the order, the customer may detect possible input errors which occurred when entering the order and he may correct these errors by using the "Back function" of the internet browser at any time before sending the order.
- (6) Contracts shall exclusively be concluded with Buffalo.
- (7) The contractual language shall be English.

### **Section 3 Prices**

- (1) All prices specified are inclusive of the applicable statutory value added tax without costs for packaging and shipment at the time the order is placed.

- (2) Packaging and shipment („shipping costs“) shall be calculated separately. For the amount of the shipping costs please refer to the section "Shipping costs" in our shop.
- (3) All prices specified, also for shipping costs, shall only apply at the time the order is placed. With an update of the websites of Buffalo, all previous prices and other information concerning the goods shall become invalid. The version which is valid at the time the order is placed shall always be authoritative.

#### **Section 4 Payment conditions; reservation of the right of withdrawal**

- (1) Payments shall be made by credit card, prepayment or Paypal.
- (2) Payments by credit card.

Currently, we accept the credit cards of Visa, MasterCard, and American Express. Of course, we will only debit your credit card after shipment of your order.

In order to make internet transactions more secure it is mandatory to provide a card verification number (CVC2 or CVV2 number) in case of credit card payments. This number is neither stored on the magnetic strip of the credit card nor printed on any payment receipts. By requesting this card verification number it can thus be ensured that the customer holds his credit card in his hands and therefore no misused card numbers are indicated by a third party during the order process. In the case of Visa or MasterCard the card verification number is a three-digit sequence of numbers which is printed on the upper right side of the signature strip, next to the repeated credit card number. In the case of American Express, it is a fourdigit sequence of numbers which is printed on the front, above the card number.

In order to warrant protection of your credit card details, your data will be transferred in encrypted form via SSL servers. In this way you are protected against access of a third party.

The following regulation shall apply for all credit card payments: In the case of a credit card misuse by an unauthorized person you can make an objection to your credit card institute. In case of misuse you will receive a reimbursement.

- (3) If you chose pre-payment, you will receive an email with all information about the bank details.

#### **Section 5 Import Regulations**

- (1) Please follow the import regulations in your country and inform us of any particularities with the import regulations.
- (2) Additional customs duties and fees apply for deliveries to non-EU foreign countries. Please obtain more information from your local customs authorities.

#### **Section 6 Data protection**

In the case that a contractual relationship shall be established between you and us or if the content of such a contractual relationship shall be developed or changed, we will collect and use your personal data (e.g. name, address, e-mail address, account or credit card data, etc.) insofar as this is necessary for these purposes, in particular for answering your inquiries and for processing your orders and possible warranty claims.

We will only transfer your personal data to a third party (for example to logistics companies) or otherwise submit it to a third party insofar as this is necessary for the execution of the contract or for billing purposes or if you gave your prior consent. In deviation from this, we may be required by law in individual cases to provide information concerning your personal data to public authorities. This may in particular be necessary in case of prosecution or for hazard prevention.

For further information concerning the collection and use of your personal data please refer to our Privacy Policy. For information concerning privacy policy and data security please refer to our Privacy Policy.

## **Section 7 Notification concerning right of withdrawal**

### **Right of withdrawal**

You have the right to withdraw from this contract within thirty days without giving reasons.

The withdrawal period shall be thirty days from the day on which you or a third party appointed by you and who is not the carrier, took possession of the goods.

In order to exercise your right of withdrawal you must inform us about your decision to withdraw from this contract (by means of a clear statement, for example a letter sent by post or e-mail). Please address your withdrawal to: BUFFALO Online Shop, Urfelder Str. 67, 50389 Wesseling, Germany, phone: 00800 4312 4312, service@buffalo-boots.com. You may use the attached sample withdrawal form; however, this is not obligatory. To comply with the withdrawal period it is sufficient that you send the communication concerning the exercise of your right of withdrawal before expiry of the withdrawal period.

### **Consequences of the withdrawal**

If you withdraw from this contract, we are obliged to repay to you all payments which we obtained from you, including delivery costs (with the exception of the additional costs which may have incurred because you have chosen another type of delivery than the cheapest standard delivery offered by us), without delay and at the latest within thirty days from the day on which we received the communication concerning your withdrawal from this contract. For this repayment, we will use the same means of payment which you used for the original transaction, unless something else was agreed upon; under no circumstances will you be charged with fees due to this repayment. We are allowed to refuse repayment until we regained the goods or you provided evidence that you returned the goods, whichever is the earlier date.

You shall return or hand over the goods to us without delay and in any case not later than thirty days after the day on which you informed us about the withdrawal. The deadline shall be met if you send the goods before expiry of the thirty-day period.

The costs of returning the goods shall be borne by the customer.

**Note:** Please use the enclosed return sticker to return the goods. However, this is not a prerequisite for the effective exercise of your right of withdrawal.

The goods shall be returned to the following address:

BUFFALO Online Shop  
Urfelder Str. 67  
50389 Wesseling

### **Section 8 Sample withdrawal form**

If you want to withdraw from the contract, please complete this form and send it back to the following address:

BUFFALO Online Shop  
Urfelder Str. 67  
50389 Wesseling  
Germany  
service@buffalo-boots.com

- I/We (\*) hereby give notice that I/we (\*) withdraw from my/our (\*) contract concerning the purchase of the following goods (\*)/provision of the following service (\*)
- Ordered on (\*)/received on (\*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in the case of communication on paper)
- Date

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(\*) Please delete as appropriate.

### **Section 9 Delivery conditions, passing of risk**

- (1) Delivery shall be made by shipment ex warehouse to the delivery address stated by the customer.
- (2) You can find the delivery time in the menu item "Customer service". Every delivery is subject to the reservation that Buffalo itself has been supplied in time and properly; in this respect, the following paragraph shall apply.
- (3) In the case of non-availability, Buffalo shall immediately inform the customer that the ordered product is not available and that Buffalo cannot render the service for this reason. If the purchase price has already been paid Buffalo shall immediately refund it to the customer. The above described reservation of supply to us as well as the related right of rescission shall only apply if a specific covering transaction has been concluded with the supplier, the supplier did not fulfill his obligations from this covering transaction, and Buffalo is not responsible for a possible wrong supply or a non-supply.
- (4) Delivery shall be made against payment of a packaging and shipping cost flat rate (section 3, paragraph 2) the precise amount of which is stated separately for each delivery.

### **Section 10 Reservation of title**

- (1) The ordered goods shall remain property of Buffalo until complete payment.
- (2) Any resale, rental, pledging, transfer by way of security, processing, other disposition, or transformation without the express consent of Buffalo is not allowed before the transfer of ownership.

### **Section 11 Liability for material defects and defects in title**

- (1) The customer's claims against Buffalo in case of defects will be subject to the statutory provisions within the statutory periods, unless otherwise provided for in the following regulations. Currently, the statutory warranty period is 24 months after delivery of the goods.
- (2) Any damage caused by improper handling or measures of the customer which are contrary to the contract does not establish a claim against Buffalo.

- (3) The customer is asked to immediately inform Buffalo about apparent defects or any transport damage. However, it is expressly stated that there is no such obligation for the customer.

### **Section 12 Liability**

- (1) Buffalo shall be liable for any damage arising from other causes than injury to life, body, and health only to the extent that it is caused by an intentional or grossly negligent act or on a culpable violation of a fundamental contractual obligation (so-called "cardinal duty", i.e. an obligation whose fulfilment is necessary for the proper execution of the contract and whose observance the contractual partner regularly relies and may rely) by Buffalo or its vicarious agents. The provisions of the Product Liability Act shall remain unaffected by this; furthermore, the liability for fraudulent concealment of a defect, an expressly guaranteed condition as well as for personal injuries shall remain unrestricted.
- (2) If Buffalo slightly negligent violates a fundamental contractual obligation, the obligation to pay compensation for material damages shall be limited to the typically foreseeable damage.
- (3) According to the current state of the technology, the data communication via the Internet cannot be warranted to be error-free and/or available at all times. For this reason, Buffalo shall neither be liable for the continuous and uninterrupted availability of its online shop nor for technical and electronic errors which are beyond the influence of Buffalo. If links to other websites or sources are created, Buffalo is not responsible or liable for the availability of these external sites or sources. Buffalo does not adopt contents which are available on these websites or sources as its own and excludes any liability or warranty with respect to them, as long and insofar as it does not have any positive knowledge of the unlawfulness of the contents.
- (4) Buffalo shall not be liable for the loss of data if the damage had not occurred in the case of proper data backup in the sphere of responsibility of the customer. A proper data backup shall be assumed to be performed if the customer verifiably makes a backup of his data in machine-readable form at least on a weekly basis and thus ensures that this data can be restored with reasonable efforts. The liability of Buffalo for the loss of data shall be limited to the typical costs of recovery which would have incurred in the case of proper data backup.

### **Section 13 Prohibition of set-off; right of retention**

- (1) The customer is not entitled to set off his own claims against payment claims of Buffalo, unless the customer's claims are undisputed or have become final and absolute or are disputed but ready for decision.
- (2) The customer is not entitled to exercise rights of retention – also arising from notifications of defects – against payment claims of Buffalo, unless they result from the same contractual relationship.

### **Section 14 Invalid clauses; applicable law**

- (1) Should one or more provisions of these General Terms and Conditions be or become invalid, this shall not result in the invalidity of the entire contract. The invalid provision shall be replaced by the relevant legal provision.
- (2) The conclusion and the execution of all contracts shall be subject to German law upon exclusion of the UN Convention on Contracts for the International Sale of Goods and International Private Law. This applies to the extent only that the customer has no fewer rights than he would be granted by the statutory law of his home country.
- (3) The European Commission provides an EU-wide online dispute resolution service. This enables consumers to resolve disputes on online transactions without having to go to a court. The online dispute resolution service can be found under the following external link: <http://ec.europa.eu/consumers/odr/>. We point out though that we do not participate in the online dispute resolution provided by the European Commission.

**Provider Identification:**

**Buffalo Boots GmbH**

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Registration court: Local Court of Cologne, Germany

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