



DIVAHEELS

1

Order Confirmation

Order Confirmation

Hereby I place an order with Diva Heels to manufacture a pair of custom made High Heels. I have read and accept the general terms and conitions included in this document.

Name:

Address:

Country:

EMail:

Item:

Place / Date

Customers signature

Diva-Heels
Stephan Graessler
Heidekamp 38
41844 Wegberg

Email: info@diva-heels.de
Tel.: +49 (0) 1522 1600688
USt-IdNr.: DE 209028105

IBAN: DE87 3104 0015 0192 4802 00
BIC: COBADEFFXXX
Commerzbank Mönchengladbach



DIVAHEELS

2

Order Confirmation

Terms and Conditions

§1 Scope

These Terms and Conditions apply to all orders submitted or to be submitted by you for any item or service offered to you on or via the Diva Heels website, by phone or written form. Terms and conditions expressed by the client violating our terms and conditions do not apply and we do not have to explicitly disagree to those. Supplement orders related to the original order are scoped by these terms and conditions as soon as submitted to and confirmed by us.

§2 Matter of contract

Conditions precedent to the contract, especially offers, descriptions or calculations are – except agreed in written form – nonbinding. All offers are nonbinding. Our internet presence as well as our catalogue of products is subject to change. Diva Heels reserves the right to change, complete or delete all publications or to stop the service at any time.

§3 Copyright

The content and works published on this website are governed by the copyright laws of Germany. Any duplication, processing, distribution or any form of utilisation beyond the scope of copyright law shall require the prior written consent of the author or authors in question.

§4 Offer and conclusion

Any order submitted is subject to acceptance by Diva Heels. Only upon acceptance by Diva Heels by way of an order confirmation the agreement is concluded. Diva Heels allows you to cancel a purchase agreement for any reason within a period of 3 days. The cancellation has to be in written form. The period starts with our order confirmation. The right for cancellation expires whenever You explicitly triggered us to start with production.

§5 Prices

Prices indicated or placed on the website are stated in US-Dollar including VAT and shipping costs. You are responsible for any custom payments, local sales taxes, other taxes and government levies, if any, associated with the order – especially when shipping into non-EU-Countries. Prices are subject to change at any time. Customized agreements must be in written form. Obvious errors are reserved.

§6 Delivery, force majeure and risk of loss

Diva Heels will endeavour to deliver the Product within 6-8 weeks of order acceptance, except explicitly committed by Diva Heels in written form. This period starts as soon as our order confirmation arrives at the client.

Force majeure means circumstances that impede the fulfilment of Diva Heels obligations under these Terms and

Diva-Heels
Stephan Graessler
Heidekamp 38
41844 Wegberg

Email: info@diva-heels.de
Tel.: +49 (0) 1522 1600688
USt-IdNr.: DE 209028105

IBAN: DE87 3104 0015 0192 4802 00
BIC: COBADEFFXXX
Commerzbank Mönchengladbach



DIVAHEELS

3

Order Confirmation

Conditions which are not within Diva Heels reasonable control, including late and/or delayed deliveries and incomplete deliveries by Diva Heels caused by circumstances beyond Diva Heels reasonable control. In a force majeure situation all of Diva Heels obligations shall be suspended. Should the period in which Diva Heels cannot fulfil its obligations as a result of force majeure continue for longer than 30 calendar days, both parties shall be entitled to dissolve the purchase agreement in writing without there being an obligation to pay any compensation whatsoever arising out of or in connection with that dissolution.

Products will be delivered to your delivery address or possession. The risk of loss or damage to the products will pass to you at the moment the products are delivered to you. If you refuse or neglect to take delivery of the products, Diva Heels reserves the right to charge you for the reasonable cost of storing the products until delivery can be made. If delivery to you should fail for any reason outside of Diva Heels control, Diva Heels reserves the right to cancel the agreement and refund any monies paid.

§7 Reservation of proprietary rights

If for any reason and as confirmed by Diva Heels in written form a delivery is not done by prepayment, the proprietary rights on the delivered products will devolve to the client not until complete payment has been credited to Diva Heels. Until this time the client is not eligible to endue with the delivered product. The client has to inform Diva Heels if any third party asserts any kind of claim on the delivered product.

§8 Return policy

Due to the fact Diva Heels creates customized products there is no right of return. Diva Heels allows you to cancel a purchase agreement only if the product does not fulfil the ordered conditions and providing that it has not yet been used at any time during the 10 days following the date of delivery to your delivery address, and will refund the purchase price actually paid. If you choose to return the product, you must contact Diva Heels during the 10 days following delivery in written form. Please return the product in its original packaging, free of all interests, liens, or claims otherwise, to the following address:

Diva Heels
Stephan Graessler
Heidekamp 38
D-41844 Wegberg
Germany.

Diva Heels refunds the originally paid price as well as the costs associated for shipping or postage. The client has to inform Diva Heels regarding the bank account the money has to be transferred to. Diva Heels reserves the right to write down the refund in any case of damages or deteriorations which are not within Diva Heels reasonable control.

§9 Warranty

According to §437 BGB (german law) any client has the right for remediation in case of a defect. Further rights like reduction of the payment or cancellation of the contract are only available in case of two unsuccessful attempts of remediation by Diva Heels. Any other clients claims are excluded. Diva Heels is not liable for claims that are not related to the delivered product. In particular, we are not liable for lost profits or other financial damages to the client. Claims

Diva-Heels
Stephan Graessler
Heidekamp 38
41844 Wegberg

Email: info@diva-heels.de
Tel.: +49 (0) 1522 1600688
USt-IdNr.: DE 209028105

IBAN: DE87 3104 0015 0192 4802 00
BIC: COBADEFFXXX
Commerzbank Mönchengladbach



DIVAHEELS

4

Order Confirmation

due to intent or gross negligence are excluded. The fulfillment of asserted warranty claims can be made dependent on that the client returns the defect products in order to allow Diva Heels a review of the complaint. If a defect can not be determined or where it appears that the defect was self-inflicted by the client, warranty claims are excluded. The products are then sent back to the client at his own expense in the defective condition. Obvious damages are to be submitted by the client immediately upon receipt of the products by the transport provider. The client is also obliged to check the products received and promptly, but no later than 48 hours of receipt of the products, notify us of any obvious defects in written form.

§10 Payment

For individual customized shoes a partial payment of 30% of the sales prices is mandatory. The remaining amount is to be transferred to the following bank account at time of completion. Delivery of products starts as soon as the whole payment has been credited to our bank account.

IBAN: DE87 3104 0015 0192 4802 00
BIC: COBADEFFXXX
Commerzbank Mönchengladbach

§11 Place of fulfillment

Place of fulfillment for all services resulting out of the contract, including any entitlement of warranty is Wegberg, Germany.

§12 Miscellaneous

These Terms and Conditions and any disputes related to these Terms and Conditions or to the purchase and use of the products or otherwise are subject to German law. The United Nations Convention on Contracts for the International Sales of Goods is hereby excluded from application to these Terms and Conditions. All disputes arising out of these Terms and Conditions shall be settled by the courts of the place where you have legal domicile or are in residence, which will have exclusive jurisdiction in respect of any such disputes. In cases of clients being an enterprise organization according to §14 BGB (German law) jurisdiction for all kind of disputes regarding the contract is Mönchengladbach, Germany.

The German version of these terms and conditions is the prevailing one for your purchase – see <http://www.diva-heels.de/impressum>.

If any of the foregoing provisions of these Terms and Conditions be or become invalid, the remaining provisions shall remain in effect. Due to the fact Diva Heels creates customized products Diva Heels is not responsible for possibly occurring health problems.

Diva-Heels
Stephan Graessler
Heidekamp 38
41844 Wegberg

Email: info@diva-heels.de
Tel.: +49 (0) 1522 1600688
USt-IdNr.: DE 209028105

IBAN: DE87 3104 0015 0192 4802 00
BIC: COBADEFFXXX
Commerzbank Mönchengladbach