

General Terms and Conditions

Scope

All business relations between Especially Selected, Owner Jenniffer Röttschke (in the following text called „Especially Selected“) and our customers (also called “buyer”) are subject to the following terms and conditions valid at the time of the order.

Other terms and conditions of the buyer are not accepted, unless Especially Selected has explicitly agreed to it. The terms of payment and shipping conditions, as well as the privacy policy, are part of the general terms and conditions.

Language

The general terms and conditions are available in German, English and Japanese. As our company is based in Germany, we are subject to German law.

The English and Japanese versions are only a translation of the German version. In case of discrepancies, the German version is decisive.

Contractual partner

In placing an order in this web shop, the buyer enters into a contract with the company Especially Selected, Owner Jenniffer Röttschke.

Conclusion of Contract

Upon a successful placement of an order, the buyer receives an e-mail to confirm that we have received the order. This does not however mean that we have agreed to deliver, but is only to inform the buyer that the order has been successfully placed. The acceptance of the order (i.e., our commitment to deliver) is confirmed either by another email which we shall send to the buyer, or simply by sending the requested merchandise.

Especially Selected reserves the right to reject your order within two weeks from the date the order is placed.

Protection of Minors under 18

Especially Selected does not sell any alcohol to minors under 18 years of age.

Storage of the Order Information

Without a login account, the order information cannot be reviewed/printed after the order has been submitted. The customer will receive a confirmation email with the order and payment information.

Validity of Product Catalog

All offers in the catalogue are valid until the next catalogue is released.

The price indicated in the catalogue at the time the order is placed is the valid price.

Prices and Costs

The price indicated in the catalogue at the time the order is placed is the valid price. All prices are inclusive of the German VAT.

For deliveries to other countries, additional taxes, customs duties or costs may be incurred. These are not included in the catalogue price, and have to be paid by the customer or the recipient of goods in the shipment address. As these additional costs are dependent from country to country and cannot be influenced by us, we also could not provide information as to how much this may be.

In case of revocation of the contract, the customer is obliged to bear the costs of sending the merchandise back to us, if-

a) the delivered merchandise is correct (i.e., delivered product = the product that was ordered), and the merchandise is not damaged

and

b) the price of the merchandise which is to be returned is below 40 €

or

if the price is above 40 €, but at the time of revocation the order has not been paid

Payment conditions

Advanced Payment (Bank Transfer)

The buyer transfers the invoiced amount via bank transfer from his/her account to our bank account. As soon as we have received the amount, the ordered merchandise will be delivered.

EC-Card / Credit Card Payment via PayPal

EC-Card (debit card) and credit card payment is accepted via PayPal.

Upon selecting to pay with PayPal at Checkout, the buyer will be forwarded to the PayPal payment page. The buyer can then either pay with EC-card / bank transfer or with Credit Card using the PayPal payment service. As soon as we have received the amount in our PayPal account, the ordered merchandise will be delivered.

Some notes on PayPal payment:

- With PayPal, payment is possible even without registration to be a PayPal member.
- Our shop price is in Euro. If the buyer's bank or credit card account has a different currency (e.g., GBP, USD, JPY, etc.), PayPal gives the opportunity to select the exchange rate to be used.
Option 1: PayPal exchange rate. In this case, the equivalent of total amount will be shown in your currency on the PayPal page.
Option 2: Exchange rate of the Credit Card company. Due to the fact that credit card companies have different rates based on the daily exchanges, the conversion rate will not be displayed on PayPal page. The total equivalent will be reflected in the buyer's monthly credit card transaction details.

PayPal is a third-party payment service. More info on www.PayPal.com.

Reservation of Proprietary Rights

The delivered goods are property of Especially Selected until they are fully paid.

Shipping Conditions

The shipment costs are:

Delivery within Germany:

- up to 2kg: 4 €
- up to 20kg: 6 €
- up to 25kg: 8 €
- up to 30kg: 13 €
- up to 50kg: 23 €
- up to 80kg: 30 €
- up to 100kg: 50 €
- more than 100kg: please inquire

** Delivery to a DHL Packstation:

Due to the fact that DHL shipping costs are higher (e.g., 10kg - 19.9kg costs 10.90 Euro; see www.dhl.de), we have to ask for a higher total shipping cost in case the package is to be delivered to a DHL Packstation. In this case, we shall contact you and discuss the cost difference or to find an alternative place of delivery. Likewise, we shall contact you in case the size of the package will not fit into the maximum allowed size of a Packstation (60 x 35 x 35 cm).

Delivery to any of the following countries (within Europe):

Belgium, Denmark, France, U.K., Italy, Netherlands, Austria, Sweden, Spain:

Shipping cost –

- up to 2kg: 10 €
- up to 5kg: 17 €
- up to 10kg: 21 €
- up to 20kg: 31 €
- up to 31kg: 41 €

Delivery to Japan:
up to 1kg: 9 €
up to 2kg: 19 €
up to 5kg: 40 €
up to 10kg: 55 €
up to 20kg: 85 €
up to 30kg: 114 €

Time for Order Processing:

For orders made with payment via PayPal (EC Card / Credit Card): orders are processed normally within the working day the order is received.

For orders made with payment via Bank Transfer: orders are processed as soon as payment has been confirmed. Depending on the bank, it may take 2 to 3 days for payment to be confirmed.

An e-mail is sent to the buyer after the order is shipped (i.e., handed over to the Shipment Partner).

Shipping Time:

Delivery time is dependent on our Shipment Partner, and therefore we cannot guarantee the total amount of time it may take to reach the shipping address. However, an average shipping time is estimated as follows:

Deliveries within Germany:
up to 10kg: 2 days
10kg above: 3 to 4 days

Deliveries within Europe: 3 to 4 days

Deliveries to Japan:
up to 2kg: 3 to 4 days
2kg above: 10 days

Other countries:

On request we will enquire about shipment conditions to other countries.

If a merchandise cannot be delivered, or can only be delivered with a certain delay, we shall inform the buyer via e-mail. In this case, the buyer is given the chance to cancel or change the order. If we exceptionally sent a product which is comparable in quality and price but the buyer is not satisfied with it, the product can be sent back at our cost.

For deliveries to other countries (especially outside of EU), additional taxes, customs duties or costs may be incurred. These are not included in the catalogue price, and have to be paid by the customer or the recipient of goods in the shipment address. As these additional costs are dependent from country to country and cannot be influenced by us, we also could not provide information as to how much this may be.

Wrong, Defective or Damaged Delivery

The buyer should immediately inform us of any wrong, defective or damaged goods delivered. If the complaint is well-grounded, the buyer is to send the goods back to Especially Selected as soon as possible, together with the invoice. We will exchange the goods with correct ones. In case this is not possible, we will transfer the money back to the bank account specified by the buyer.

Information on the Right of Cancellation

The buyer has the right to cancel the order without giving reasons for cancellation within two weeks from the day the merchandise is received. Cancellation of order should be made in written form (i.e., letter, fax, or email) or by sending back the merchandise. The cancellation deadline expires two weeks after the goods, including this Information of the Right of Cancellation is received by the customer. Within the two weeks timeframe, all cancellations will be accepted.

Please send your cancellation to:
Especially Selected
Jenniffer Roetschke
Wolfsheck 53
69254 Malsch
Germany

or

Telefax: 07253/8029881

or:

support@especialyselected.com

Confinement of the Customer's Right of Cancellation:

Food packages which have been opened are excluded from the above mentioned Right of Cancellation.

Consequences of Cancellation

If the cancellation is valid (i.e., reported within the valid time frame of two weeks), the customer may return the merchandise and Especially Selected will transfer the money back to the bank account specified by the customer. If the merchandise has already been used or is returned in degraded quality or cannot be returned at all, the customer has to replace it according to the degradation. This means that the customer has to pay a portion of the price equivalent to the damage / degradation in quality.

If the degradation in quality is only due to a normal inspection of the goods – as if it would be possible in a normal shop – the above paragraph is not applicable.

In case of revocation of the contract, the customer is obliged to bear the costs of sending the merchandise back to us, if-

a) the delivered merchandise is correct (i.e., delivered product = the product that was ordered), and the merchandise is not damaged

and

b) the price of the merchandise which is to be returned is below 40 €

or

if the price is above 40 €, but at the time of revocation the order has not been paid

Otherwise, Especially Selected will bear the costs of the reshipment.

Any payment obligation of the customer (e.g. if the returned merchandise has been used by the customer and replacement of the degradation is required) has to be fulfilled within 30 days from the day the cancellation has been sent.

End of information on the right of cancellation

Place of jurisdiction

Place of jurisdiction is Heidelberg, Germany