



# VIVE LA DAME

VIVE LA DAME  
Wickefstraße 21  
10551 Berlin, Germany

Telefon: +49 (0) 30 / 60 989 442  
Fax: +49 (0) 30 / 60 989 455

## General Terms & Conditions

### Application

The following General Terms & Conditions apply to all purchases from the VIVE LA DAME online shop.

### Placing your order/ Contract

Please note that the products shown on the pages of our online shop are not binding offers. By ordering a product you make a binding offer. Immediately after receipt of your order you will receive a confirmation email. We have the right to accept your offer within 14 days of receipt of your offer. This will be done via email confirmation or latest through posting the goods to you.

### Delivery

We would like to make sure you receive your silk bags as quickly as possible. Generally, we deliver orders within Germany within 6 working days.

Should the product you have ordered be out of stock or the delivery be prolonged for other reasons we will inform you immediately but latest within 20 days. You then have the right to withdraw your order. We maintain the right to withdraw from the purchasing agreement if the delivery is impossible for reasons we are not responsible for including force majeure.

In the case of withdrawal from the purchasing agreement or force majeure we will reimburse all monies paid immediately. Further claims are exempt.

### Prices and Delivery

The prices and delivery costs displayed for deliveries abroad include VAT. You will receive a bill together with the delivery.

We deliver worldwide. Delivery costs within Germany are 2 €. For orders above 20 € they will be borne by VIVE LA DAME.

For deliveries outside Germany within Europe and in Switzerland we charge € 6, regardless of order value. For deliveries into Non-EU-countries we charge € 12, regardless of order value.

### Damages through transport

Please check your items thoroughly immediately after receipt. Should the goods be damaged please notify us immediately, latest 48 hours after receipt of the goods, in writing or via email ([order@vive-la-dame.com](mailto:order@vive-la-dame.com)). You will then receive a replacement for the purchased goods.

### Payment

You have various options for payment.

You can pay up front. Please find our bank details »here. You will also receive them together with your confirmation email.

Alternatively, you can pay for your silk bag via PayPal or credit card (VISA/MASTERCARD).

If you have a German bank account you can also pay by »Direct Debit.

Within Germany you can pay upon delivery, in which case you hand over the purchase price directly to the delivery person. Additionally, you will have to pay a fee of € 6.

The goods remain our property up to the completion of payment.

### Return rights

The legal return rights apply to all orders.

Hence you have the right to return all goods within two weeks of delivery and receipt of the return instruction for whatsoever reason. To keep the deadline of the return period the timely posting of the goods is sufficient. The return will take effect at our expense and risk.

Returned goods should be sent to the following address:

VIVE LA DAME

Wiclfstraße 21

10551 Berlin, Germany

Telefon: + 49.(0)30.60.989.442

Email: [order@vive-la-dame.com](mailto:order@vive-la-dame.com)

Please choose the most cost effective way to return the goods.

### Consequences of the return of goods

In the case of an effective return we will give you a refund as soon as possible for monies already paid.

If you can return the goods only in part or in worsened condition, you are liable to indemnify us. This does not apply if the worsened condition of the goods is exclusively a result of the inspection thereof.

Furthermore you can avoid indemnity liability by not taking possession of the goods as an owner and by omitting anything which could impair its value. Indemnification obligations have to be fulfilled within 30 days after return of the goods.

### Guarantee

Should your silk bag be faulty you will have the legal warranty rights according to §§437 ff. German Civil Code. The warranty period shall be two (2) years. Please notify us of any defect immediately.

Notifications are to be sent to the following address:

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10551 Berlin, Germany

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Normal wear and tear of the material, such as minor abrasion of threads, is not a defect since it is part of the material's natural ageing process. Please note that we are not liable for damage and defects resulting from inappropriate cleaning or inappropriate use of the silk bag, in particular overloading or filling with sharp edged and pointed articles. Silk is delicate material which should be handled with care.

Please pay attention to the »washing instructions.

### Colours

Colour deviations between the colours on the website indicated on your computer and the real colours of the models can occur depending on the colour reproduction of your computer.

### Data protection

We will use your data exclusively for business purposes. We will treat your data as confidential and will not pass it on to third parties. With your consent we will use them for our marketing purposes.

### Applicable law/ jurisdiction

All business relations are subject to the law of the Federal Republic of Germany excluding UN- law.

