



Terms & Conditions

§ 1 Scope

For the business relations between Pacific Spirit Ltd & Co.KG (Im Sichtern 23, 59939 Olsberg, Germany) and the customer the following Terms and Conditions apply when the order is placed.

§ 2 Conclusion of a contract

- a) The contract of purchase starts when the order reaches Pacific Spirit Ltd & Co.KG and is accepted by Pacific Spirit Ltd & Co.KG. When placing your order you agree to our Terms & Conditions.
- b) Different Terms & Conditions or other declarations of the customer will not be part of the contract, except they will be confirmed by us. The confirmation has to be in writing.

§ 3 Delivery, Order, Products and Prices

- a) Our statements regarding products and prices are subject to confirmation. Confirmed delivery dates will require written confirmation by Pacific Spirit Ltd & Co.KG.
- b) The delivered accessories may vary from the products in the pictures. The tapa handbags may have a different pattern; the palm leave (voivoi) handbag may have a different design (e.g. palm tree instead of flower). The hand cut and hand painted necklaces and earrings can differ from the photographs on the website.
- c) Pacific Spirit Ltd & Co.KG will try to ship the goods to the UK and Europe within 5-6 working days to the delivery address. The goods will be shipped from Germany by Pacific Spirit Ltd & Co.KG until further notice. Partial delivery is possible. There will be no additional costs to the customer when partial delivery is necessary. If delays in deliveries occur the customer will be contacted by e-mail, telephone or other forms.
- d) The prices can be amended during the year. Ordered products will be charged to the price of the product when the order was placed.
- e) Our products offered on our website are only valid until stocks lasts. You will receive confirmation of the availability of the products after placing the order. If a product is unavailable we will contact you by e-mail, telephone or other forms of communication and confirm the delivery time. In this case you could cancel your order by telephone 0049 (0) 2962 974971, fax 0049 (0) 2962 974972, or via e-mail info@pacific-spirit.com. In this case the amount you have already paid will be reimbursed within 15 days or you can order a replacement instead.

§ 4 Special offers

Special offers are only valid for the stated period of time and until stocks lasts. If we are unable to supply a product there will be no right for compensation from your side.

§ 5 Availability and Delays

- a) Delivery dates are non-binding.
- b) In the case of circumstances beyond our control especially stoppage in our operation or in the operation of a supplier, walkouts or partial walkouts especially in the mail, transport or communication companies, floods, fire or other circumstances will not lead to delays for Pacific Spirit Ltd & Co.KG. In such cases the agreed delivery date will be prolonged for the duration of the circumstances and additional recovery time. If the

Hauptverwaltung
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Fax 02962 974972

Komplementärin
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Aldermaston, Reading, Berkshire
RG7 8NN, UK
Company Reg. No. 05900964

Registerdaten
HRA 6227 – AG Arnsberg
Geschäftsführerin
Birgit Matanisiga

Steuernummer
5309-5753-0769
Ust.-IdNr.
DE252643127



obstruction is longer than two months both parties can resign from the contract after an agreed period of time. Compensation is excluded in this case.

§ 6 Shipping costs

4,50 Euro (insured shipment)

Shipping will be free of charge if the invoiced amount is higher than 60,00 Euro.

Please ask for shipping cost for the UK and other countries.

§ 7 Delivery

The products will be delivered to the address of the customer or to another delivery address.

§ 8 Payment

a) The payment is due before the delivery of the goods. The price consists of the gross prices including VAT and shipping costs. The packaging is included in the price. Pacific Spirit Ltd & Co.KG can only accept the payment terms stated when placing the order. After receiving the funds the goods will be shipped within 4-5 working days.

b) Payment: The following methods of payment are accepted:

a. PayPal (and all its accepted payment methods)

b. Bank transfer

Account details upon request.

c) Other methods of payment can not be accepted.

d) The amount stated on the invoice is payable without deductions and discounts.

§ 9 Reservation of title

The products delivered to the customer will be under the ownership of Pacific Spirit Ltd & Co.KG until the goods are fully paid.

§ 10 Right of Return (§312 BGB)

a) The customer has the right to return the goods within 1 month without stating any reasons to Pacific Spirit Ltd & Co.KG. The period of one month start when you have received the goods (referring to paragraph 246 § 2 in combination with § 1 Abs. 1 and 2 EGBGB as well as § 312g Abs. 1 Satz 1 BGB in combination with paragraph 246 § 3 EGBGB.

Please send your notice to Pacific Spirit Ltd & Co.KG, Im Sichtern 23, 59939 Olsberg, Germany

In this case we will refund the purchase price. If the goods are damaged or changed in any way an amount will be deducted within the law. The customer can avoid this by checking the function of the product and sending it back in its original packaging.

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- b) The customer will pay the costs for returning the goods when the goods delivered are the same as ordered and when the value of the goods ordered is less than 40 Euro.**
 - c) If you use your right of return within 1 month after receiving the goods the contract will be invalid. In the case of a return a credit note will be issued.**
 - d) We will reserve the right to claim compensation for damages caused by inadequate packaging or handling when returning the goods.**
 - e) The right of return does not apply when the products have been personalised and specially made for the customer.**
 - f) In order to improve our services we would kindly ask you to state the reason for returning the goods.**

§ 11 Damaged goods

Damaged goods have to be reclaimed immediately after receipt at the bearer. We need to be informed within 24 hours of receiving the goods of the reason of the complaint. If this remains undone we are exempted from compensation. We will contact you to discuss further proceedings.

§ 12 Compensation

- a) Compensation because of a breach of duty of the contract is only possible within the law and is only applicable in a consequence of gross negligence or intention. The same applies for the pretensions based on the Produkthaftungsgesetzes / Product Liability Law (German Law).
- b) All hints and enclosed information has to be minded. If the use is different we will not take any responsibility or liability.

§ 13 Warranty claim

- a) The delivered products do not have to coincide with the pictures on the website. Warranty claims can not be used if the deviance is acceptable. Please also refer to §3b.
- b) If the products have deficiencies we will, in appropriate time, either redeliver or try to fix the deficiency. If the deficiency is only possible with disproportional costs we are allowed to compensate in a different way. If we can not redeliver or fix the deficiency you can either claim the invalidity of the contract or a reduction in the purchase price.
- c) Defective goods have to be returned to us except if you decided to reduce the purchase price.
- d) Warranty claims become time-barred within 2 years of the delivery of the goods.

§14 Data protection

Please view our Privacy policy.

§ 15 Internet

- a) Please view our website disclaimer.
- b) The use of our website is free.
- c) The use of the internet bears risks because of unauthorised use and interference of third parties and the public access. By using the internet you are accepting those risks. We are not liable for any damage incurred by the internet.

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d) Through hypertext links websites can be connected too. We would like to mention that we do not have any influence in their appearance and contents to the sites we are linked to and that their contents are not our contents.

e) Pacific Spirit Ltd & Co.KG does not allow hypertext links to their website without written permission.

§ 16 Others

a) If one of these paragraphs contravene existing law and therefore be invalid the lawful paragraph will replace the existing one. The other paragraphs are not affected.

b) If one or more clauses of the contract are invalid or will be invalid, the remaining clauses will stay valid.

c) Because of the newness and the possible development of the website www.pacific-spirit.com the Pacific Spirit Ltd & Co. KG will reserve all rights to change this Terms & Conditions. The new Terms & Conditions will be brought to the customer's attention. The new Terms & Conditions are only valid for contracts after the change.

d) Exclusive place of jurisdiction for all disputes for all persons, artificial entities, and merchants of this contract is 59929 Brilon (Germany).

e) For the business relationship only applies German law excluding the UN-Purchase Law.

Address

Pacific Spirit Ltd & Co. KG
Im Sichtern 23
59939 Olsberg

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Fax: +49 (0) 2962 9749-72

kontakt@pacific-spirit.com

www.pacific-spirit.com

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Privacy policy

This privacy policy sets out how "Pacific Spirit Ltd & Co.KG" uses and protects any information that you give "Pacific Spirit Ltd & Co.KG" when you use this website.

"Pacific Spirit Ltd & Co.KG" is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

"Pacific Spirit Ltd & Co.KG" may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from 01.01.2007.

What we collect

We may collect the following information:

- * name and job title
- * contact information including email address
- * demographic information such as post code, preferences and interests
- * other information relevant to customer surveys and/or offers

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Links to other websites

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Our website may contain links to enable you to visit other websites of interest easily. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

- * whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes

- * if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at [email address]

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to

Pacific Spirit Ltd & Co.KG
Im Sichtern 23
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Germany

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

Website disclaimer

The information contained in this website is for general information purposes only. The information is provided by "Pacific Spirit Ltd & Co.KG" and whilst we endeavour to keep the information up-to-date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

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