

GENERAL TERMS AND CONDITIONS

Version 02/2022

Dear Customer,
the main goal of SUPERIORE.DE is to satisfy customers in every respect and with a minimum of fuss. However, if something occurs which requires a slightly more formal tone in our business relationship, then our General Terms and Conditions should provide clear clarification to the satisfaction of both parties.

§ 1 General

The following General Terms and Conditions apply to all customer orders to SUPERIORE.DE GMBH (hereinafter referred to as SUPERIORE.DE), as amended, at the time the order is placed. Conflicting terms and conditions do not apply, unless SUPERIORE.DE has approved them as valid.

§ 2 Prices

The current prices are quoted incl. German value-added tax (USt) plus shipping costs, if applicable. If you change the country of destination within the EU, then the respective rate of VAT of the country of destination will apply. Gross prices may therefore change once your invoicing and, if needed, delivery address have been entered. Changes to final prices can be viewed in step 4 of purchase processing.

Any obligatory excise duties will be displayed separately in your shopping basket. These duties, which apply only in DK, FI and SE, will increase the total purchase price. We will transfer the VAT and any applicable excise duties to the relevant authorities in your country for you.

When delivering to another EU country AND with a current VAT ID number available and evidence of the commercial activity of the invoice recipient, then we deliver net without the respective VAT. It is essential, however, that we are contacted in advance regarding this at kontakt@superiore.de.

If you deliver to a third country (CH/IS/LI/UK), then the respective VAT does not apply and you purchase at net prices. Please note that, in this case, VAT (CH/IS/LI/UK) and alcohol duty, if applicable is charged by the local delivery agent upon receipt. We grant an immediate discount for orders of a value of € 200.00 and above, regardless of the methods of payment. The following scale applies (any shipping costs incurred are not eligible for a discount):

from 200,- €	2% immediate discount
from 500,- €	3% immediate discount
from 800,- €	4% immediate discount
from 1.200,- €	5% immediate discount
from 2.000,- €	6% immediate discount

The discount is shown automatically in the shopping basket and the subsequent email confirmation.

§ 3 Conclusion of Contract

SUPERIORE.DE will inform the customer about the receipt of the order and confirm the order via email. The purchase agreement is created upon delivery of the goods. The contract is concluded in German only.

§ 4 Delivery

1. The delivery times within Germany are between two and five working days, unless an alternative date has been agreed separately between SUPERIORE.DE and the customer. In the case of cash in advance, goods are dispatched

upon receipt of the purchase price. In the case of credit cards or payment by direct debit, goods are dispatched following successful checking of credit card data and the creditworthiness of the customer.

2. In general, goods can be dispatched within the European Union, to Switzerland, Liechtenstein, UK and Iceland. Any taxes incurred are to be explicitly borne by the customer.
3. Please note that due to tax reasons spirits are shipped only in Germany, Switzerland, Liechtenstein, UK and Iceland.

§ 5 Payment Terms, Reservation of Title

1. The goods delivered remain the property of SUPERIORE.DE until the purchase price has been paid in full.
2. The purchase price (in EUR) becomes due upon delivery. The customer must pay using the payment methods specified on the website at the time of the order and within the period specified therein.
3. Cash discounts must not be deducted.
4. SUPERIORE.DE offers four payment options: Direct debit* (not valid for new customers), credit card, PayPal and cash in advance. The payment method selected is determined by the domicile of the invoice recipient. In general, all customers from the European countries available in the customer area can pay by credit card (Mastercard, VISA, AMEX), PayPal and cash in advance. Currently we are only able to offer direct debit (not valid for new customers) for customers within the European Union. We expressly reserve the right to change the payment method for certain orders to credit card, PayPal and/or cash in advance. Please also read our [advice on payment](#) regarding this.
5. In the event of non-payment or return of a direct debit for which the customer is responsible, then the purchaser herewith irrevocably authorises their bank to inform SUPERIORE.DE of the customer's name and current address (alternatively: to inform SUPERIORE.DE whether the information given to SUPERIORE.DE regarding name, address and bank details match those held by the bank). **Returned direct debit charges are borne by the customer if the customer is responsible for the returned direct debit.** This applies in particular if the customer does not ensure sufficient covering funds in the account. Please note that, in the event of a returned direct debit due to insufficient covering funds or an incorrect account number, we must charge a fee of € 5.00 and the SEPA Direct Debit mandate is terminated. The customer has the right to provide evidence to SUPERIORE.DE that damages have not occurred or those which have are significantly less. SUPERIORE.DE is entitled to provide evidence of a higher level of damages.

*Creditworthiness provided: When selecting the above payment method, the goods are usually shipped even before the invoice amount has been received on the account of SUPERIORE.DE GmbH. The data controller according to DSGVO therefore randomly transmits your data (name, address and date of birth) to the following service provider for the purpose of credit assessment, obtaining information for assessing the risk of non-payment on the basis of mathematical-statistical methods using address data: Creditreform Boniversum GmbH, Hellersbergstraße 11, 41460 Neuss.

The legal basis for these transfers is Article 6(1)(b) and Article 6(1)(f) of the DSGVO. Transfers on the basis of these provisions may only take place insofar as this is necessary to safeguard the legitimate interests of SUPERIORE.DE GmbH or third parties and does not override the interests of the fundamental rights and freedoms of the data subject which require the protection of personal data. Detailed information on the credit agency within the meaning of Art. 14 European Data Protection Regulation (EU DSGVO), i.e. information on the business purpose, purposes of data storage, data recipients, the right to self-disclosure, the right to erasure or rectification, etc. can be found under the following link <https://www.boniversum.de/EU-DSGVO/>.

§ 6 Limitation of Liability, obvious Defects, Rights arising from Product Defects

1. In the event of transport damages, SUPERIORE.DE shall deliver a second time free of charge.
2. If SUPERIORE.DE is liable for customer damages due to simple negligence on the basis of the legal provisions, then the following applies: Liability for simple negligence only exists in the event of delay or impossibility, or breach of a material contractual obligation and is limited to the foreseeable typical damage (average contract-typical damage). The limits to liability do not apply to damages resulting from injury to life, limb or health.
3. Moreover, the legal liability of SUPERIORE.DE remains unaffected, in particular liability for wilful, fraudulent concealment of a defect, gross negligence and possible liability without fault (for example, under the Product Liability Act). Liability for any assumption of a guarantee also remains unaffected.
4. The liability regulations under Section 6.2 and Section 6.3 also apply to third parties who are included in the scope of protection of the contractual relationship.
Claims under warranty are initially limited to subsequent performance. The customer may only rescind the contract or seek a reduction in the purchase price once subsequent performance has proven unsuccessful.

§ 7 Data Protection

[Please note the data protection regulations of SUPERIORE.DE GMBH.](#)

§ 8 Rights of Cancellation or return and their Consequences for Consumers

1. Right of Cancellation

You have the right to cancel this contract within three months without stating any reason.

The right of cancellation applies for three months from the day on which you, or a third-party appointed by you, who is not the carrier, has taken possession of the final product.

In order to exercise your right of cancellation, you must inform us (SUPERIORE.DE GMBH, Köhlerstr. 22, D 01640 Coswig, E-Mail: widerruf@superiore.de, Tel. +49 (0) 3523 53368-0, Fax +49 (0) 3523 5336820) by means of clear declaration (e.g. a letter sent by post, fax or email) of your decision to cancel this contract. You can use the model cancellation form enclosed for this purpose, however this is not compulsory.

It is sufficient to send off the communication relating to the exercising of your right of cancellation prior to the expiry of the cancellation period in order to comply with the cancellation period.

2. Consequences of Cancellation

1. If you cancel this contract in its entirety, we must refund all payments we have received from you, including any delivery costs charged (with the exception of additional costs arising from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we receive notification of your cancellation of this contract. Please note: In the event of a partial revocation, we will only refund the costs of sending the goods to you to the extent that they exceed the costs that would have been incurred in sending the goods remaining with you.

For the repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us without undue delay and in any event no later than three months from the day on which you notify us of the cancellation of this contract. The deadline is met if you send the goods before the expiry of the period of three months. You shall bear the costs of returning the goods. If you wish to receive a return label for which a charge will be made, please contact us. The costs for the return label can be found in our current [shipping costs](#).

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the condition, properties and functioning of the goods.

2. Model Cancellation Form

(If you wish to cancel the contract, please complete this form and send it back to us.)

To: SUPERIORE.DE GMBH, Köhlerstr. 22, D 01640 Coswig

Email: widerruf@superiore.de

Fax +49 (0) 3523 5336820)

I / we (*) hereby cancel the contract concluded by me / us (*) for the purchase of the following goods (*) / the performance of the following services (*)

Date ordered (*) / date received (*)

Name of consumer(s)

Address of consumer(s)

Signature(s) of consumer(s) (only for paper notification)

Date

(*) delete if not applicable.

DOWNLOAD MODEL CANCELLATION FORM

3. **Obligation to compensate for deterioration in value**

If the customer is not able to return the goods received in whole or in part or only in a deteriorated condition, then the customer must compensate in this respect for the deterioration in value. When transferring items, this does not apply if their deterioration has only been caused as a result of their inspection - as may have been the case for example in retail business. The customer can otherwise avoid the obligation to compensate for deterioration in value by not utilising the items as their own property and avoiding anything which may impair their value.

§ 9 Protection of young People

1. SUPERIORE.DE only enters into contractual relationships with customers of legal age. Consequently, customers declare that they are over the age of 18 when sending their order. The customer also declares that the information relating to their age, name and address are correct. The customer is also obliged to ensure that only the customer themselves, or persons of legal age authorised by the customer to take receipt of the delivery, accept delivery of the goods. SUPERIORE.DE uses a reliable procedure (i.e. DHL Ident-Check/UPS Adult Signature Required) including a personal identity and age check to verify the recipient's legal age (youth protection act).
2. If persons not of legal age arrange orders stating incorrect facts and / or without the permission of a responsible person of legal age who is their legal guardian or custodian, then SUPERIORE.DE hereby in principle cancels these contracts as a precaution in accordance with section 111 of the German Civil Code.
3. If SUPERIORE.DE becomes aware of an order which has been initiated stating false information, then SUPERIORE.DE reserves the right to instigate criminal proceedings in addition to the cancellation in accordance with Section 111 of the German Civil Code referred to above.
4. The legal guardians and/or custodians of the minor and young people not of legal age placing the order are liable to SUPERIORE.DE in accordance with the statutory regulations for all damages arising for SUPERIORE.DE resulting from all orders made with the statement of false information. This includes releasing SUPERIORE.DE from claims arising from the customer obligation under subparagraph 1.

§ 10 Complaints, Place of Fulfilment, Jurisdiction

1. If the purchaser wishes to make a complaint, this can be submitted via email or in writing to the company address or by fax to +49 (0) 3523 53368-20 (available Monday to Friday 10.00 am to 4.00 pm).
2. German law applies to this agreement, and the UN Convention on Contracts for the International Sale of Goods shall be excluded, even if the order is placed in a foreign country or delivery is made to a foreign country. The place of fulfilment and jurisdiction is Dresden, provided the contracting partner is a merchant, a legal person under public law or a public law special fund.

3. Since 15 February 2016, the European Commission will provide a platform for out-of-court dispute resolution. This platform will allow consumers to resolve disputes related to their online orders without having to go to court. The dispute resolution platform can be accessed at the following external link: <https://ec.europa.eu/consumers/odr/>. In this context we are legally obliged to draw your attention to our e-mail address: kontaktsuperiore.de.

We endeavor to resolve any disagreements from this contract by mutual agreement.

In addition, we are not obliged to participate in a conciliation procedure and unfortunately can not offer you the participation in such a procedure.

§ 11 Certificate of quality EHI

Our shop SUPERIORE.DE bears the quality certificate EHI Geprüfter Online-Shop. To obtain this quality label, we are regularly audited by the EHI Retail Institute GmbH for compliance with the criteria of the EHI Code of Conduct. You can view the Code of Conduct at [this link](#).

Conclusion

In the event that an amendment to these General Terms and Conditions becomes necessary in the future, then the current version will always be available here. If you have further questions in addition to this, then please contact the company by email or in writing. We are happy to help you with your enquires.

SUPERIORE.DE GMBH

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Responsible for content in accordance with Section 10 (3) of the Medien-Dienste-Staatsvertrag (National Agreement on Media Services) Mirjam Schwarzkopf, Director of SUPERIORE.DE GMBH.

Copyright Law

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SUPERIORE is a registered European Community trade mark with the Office for Harmonisation in the Internal Market, Alicante (ES)

The owner of the trademark is SUPERIORE.DE GMBH