

General Terms and Conditions (GTC)

Your contractual partner is:

Triebel, Georg, Götz, Welsch & Kronau Merch GbR

("Chosen Undead Merch GbR", "we")

Hainstädter Straße 133

63512 Hainburg

Germany

Represented by the partners:

Julien Triebel

Yanni Georg

Louis Götz

Marco Welsch

Martin Kronau

Contact:

Email: info@ChosenUndeadBand.com

Phone: +49 1575 200 7628

VAT ID:

DE460115304

1. Scope

1.1 These General Terms and Conditions ("GTC") in the version valid at the time of the order shall apply exclusively to your order(s) placed in our online shop.

1.2 Our online shop is intended exclusively for consumers within the meaning of Section 13 of the German Civil Code (BGB). By placing an order, you declare that you are acting solely for private purposes.

1.3 Orders in our online shop may only be placed by persons aged 16 or older.

2. Products and Conclusion of Contract

2.1 Unless otherwise specified for textiles, we supply one-size items (Boy or Freesize: approx. XL; Girlie or Small: approx. S).

2.2 Products may only be ordered in quantities customary for household use or up to the maximum quantity specified on the respective product detail page.

2.3 The presentation of products in the online shop does not constitute a legally binding offer but a non-binding online catalogue.

2.4 By clicking the button "Order with obligation to pay," you submit a binding order for the products contained in the shopping cart ("Offer"). Upon completion of the order, you accept the applicability of these GTC to your order. The order text will not be stored by us and cannot be retrieved after completion of the ordering process. However, you may print your order data immediately after

submitting the order and will also receive an order confirmation by email. A binding purchase contract is concluded upon completion of the order process.

2.5 By placing your order (in the case of electronic orders via the shop by clicking the “Order with obligation to pay” button), you agree that contract-related communication may also take place in electronic form.

3. Availability of Goods

As a rule, the goods offered are produced after receipt of the order under a dropshipping procedure and shipped by the service provider.

If ordered goods are not available at the time of the order, we reserve the right not to accept the order, in which case no contract shall be concluded. You will be informed accordingly. Any payments already made will be refunded without undue delay. The same applies if, after the order and before delivery, the ordered product is classified as “FSK 18” by the German Voluntary Self-Regulation of the Film Industry, as age verification would no longer be technically possible after the order has been placed.

4. Protection of Minors

Products subject to age restrictions and/or classified as “FSK 18” will only be shipped with age and identity verification.

5. Right of Withdrawal

5.1 Right of Withdrawal for Contracts for the Sale of Goods

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day on which you, or a third party designated by you who is not the carrier, took possession of the last item of goods.

To exercise your right of withdrawal, you must inform us (Triebel, Georg, Götz, Welsch & Kronau Merch GbR, Hainstädter Straße 133, 63512 Hainburg, Germany; email: info@ChosenUndeadBand.com; phone: +49 1575 200 7628) by means of a clear declaration (e.g. a letter sent by post or email) of your decision to withdraw from this contract. You may use the attached model withdrawal form or our electronic withdrawal form, although this is not mandatory.

To meet the withdrawal deadline, it is sufficient that you send the notification concerning the exercise of the right of withdrawal before the withdrawal period has expired.

Consequences of Withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including delivery costs (except for additional costs arising if you chose a type of delivery other than the least expensive standard delivery offered by us), without undue delay and at the latest within fourteen days from the day on which we receive notification of your withdrawal from this contract.

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

You must return or hand over the goods to Triebel, Georg, Götz, Welsch & Kronau Merch GbR, Hainstädter Straße 133, 63512 Hainburg, Germany, without undue delay and in any event no later than fourteen days from the day on which you inform us of the withdrawal from this contract. The deadline is met if you send the goods before the period of fourteen days has expired.

You shall bear the direct costs of returning the goods.

You are only liable for any diminished value of the goods resulting from handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

End of Withdrawal Policy

You may download and print the withdrawal policy as a PDF and use the model withdrawal form below if you wish to withdraw from the contract.

Model Withdrawal Form

(If you wish to withdraw from the contract, please complete this form and return it.)

- To Triebel, Georg, Götz, Welsch & Kronau Merch GbR, Hainstädter Straße 133, 63512 Hainburg, Germany, Email: info@ChosenUndeadBand.com; Phone: +49 1575 200 7628
- I/We () *hereby withdraw from the contract concluded by me/us ()* for the purchase of the following goods () / *provision of the following service ()*
- Ordered on () / *received on ()*
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if notified on paper)
- Date

(*) Delete as appropriate.

5.2 Exclusion of the Right of Withdrawal

The right of withdrawal does not apply to contracts for the supply of sealed audio or video recordings or computer software if the seal has been removed after delivery.

The right of withdrawal also does not apply to contracts for the supply of newspapers, magazines, or illustrated publications, except for subscription contracts.

The right of withdrawal further does not apply to contracts for the supply of sealed goods which are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery.

6. Prices and Shipping Costs

6.1 Our company is based in Germany and subject to German VAT regulations.

6.2 For deliveries within Germany, no VAT is charged pursuant to Section 19 (1) of the German VAT Act (small business regulation).

6.3 For deliveries to consumers in other EU Member States, the applicable VAT rate of the destination country is charged and remitted under the EU One-Stop-Shop (OSS) procedure.

6.4 The prices displayed in the online shop are final prices and include statutory VAT where applicable.

6.5 All prices are stated in euros including the applicable VAT. The price stated at the time of order placement shall apply.

6.6 Unless otherwise stated in the online shop, shipping costs will be charged. Shipping costs amount to a flat rate of EUR 4.95.

7. Payment

7.1 Payment may generally be made by credit card, Maestro, PayPal, Apple Pay, or Google Pay.

7.1.1 **Credit Card / Maestro:** Payment is possible with MasterCard, VISA, or Maestro cards; other card types are not accepted. The card type, card number, security code, cardholder name, and expiry date must be provided. The orderer and cardholder must be identical. The card will be charged upon completion of the order process.

7.1.2 **PayPal:** A PayPal account is required. During the ordering process, you will be redirected to the PayPal website and complete the payment using the payment method stored in your PayPal account. PayPal processes the payment and forwards it to us. In the event of a return, the amount paid will be credited to your PayPal account.

7.1.3 **Apple Pay:** Payment via Apple Pay requires a corresponding Apple account and an approved payment method. You must authorize the payment. Further details are set out in Apple's terms and conditions.

7.1.4 **Google Pay:** Payment via Google Pay requires a payment method stored in your Google Wallet. You must authorize the payment.

7.2 We reserve the right to offer only certain payment methods in individual cases.

8. Retention of Title

The goods remain our property until full payment has been received. In the case of data downloads, the right of use is granted subject to full settlement of all claims arising from the order.

9. Delivery and Provision for Download

9.1 Delivery times can be found on the respective product page and in the order overview before submitting the order.

9.2 For goods offered under a dropshipping procedure (e.g., clothing), longer delivery times of 5–20 business days after receipt of the order may apply, as these products are produced and shipped in part from other EU countries after the order is placed.

9.3 We may offer pre-orders, allowing you to order sound recordings prior to their official release date. Pre-ordered products cannot be delivered before the official release date.

10. Warranty and Liability

10.1 Minor color deviations between images and delivered goods may occur for technical reasons. Back and sleeve prints on T-shirts etc. may vary to a reasonable extent, as we strive to provide the most current version (e.g., updated tour dates, improved designs). Due to the complex production process, all-over prints may have minor unprinted areas at the edges that cannot be avoided. These circumstances do not constitute defects; the same applies to damage resulting from failure to follow care instructions.

10.2 If delivered products show obvious material or manufacturing defects, including transport damage, please report such defects immediately to us or to the delivery service employee. Failure to do so shall not affect your statutory claims.

10.3 Statutory warranty rights, including the statutory limitation period, shall apply in the event of defects.

10.4 Claims for damages are excluded, except for claims arising from injury to life, body, or health, and for other damages resulting from intentional or grossly negligent breaches of duty by us, our legal representatives, or vicarious agents. Liability for the breach of essential contractual obligations remains unaffected. In cases of slight negligence, liability is limited to the foreseeable damage typical for the contract, except in cases of injury to life, body, or health.

10.5 The above limitations of liability also apply in favor of our legal representatives and vicarious agents if claims are asserted directly against them.

10.6 The provisions of the German Product Liability Act and the Federal Data Protection Act remain unaffected.

11. Alternative Dispute Resolution

We are neither obligated nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

12. Final Provisions

12.1 These Terms and all contracts concluded in accordance with them shall be governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Mandatory consumer protection provisions of the country of the consumer's habitual residence remain unaffected.

12.2 All personal data provided by you (e.g., name, address, email address) will be processed in accordance with the applicable data protection regulations, in particular the GDPR and the German Federal Data Protection Act (BDSG). Further information can be found in our Privacy Policy.

12.3 The contract is concluded in the German language. Translations of these GTC into other languages are provided for information purposes only. In the event of discrepancies between language versions, the German version shall prevail.

The GTC can be downloaded via the following link: [General Terms and Conditions](#).