

ABSYRD?

These General Terms and Conditions apply to all business in the trade of used clothing and other textiles performed under the brand name "Absyrd?". All rights and obligations under this agreement are the responsibility of Evermore GmbH.

General Terms and Conditions (AGB)

Evermore GmbH
Mozartgasse 1, 8010 Graz, Austria
Email: office@evermore.at

1. Scope

These General Terms and Conditions (GTC) apply to all contracts concluded between Evermore GmbH (hereinafter "we" or "us") and consumers or entrepreneurs (hereinafter "customer" or "you") via our online shop concerning the sale and delivery of used clothing and other goods.

2. Contractual Partner

The purchase contract is concluded with Evermore GmbH, Mozartgasse 1, 8010 Graz, Austria.

3. Conclusion of Contract

The presentation of products in the online shop does not constitute a legally binding offer but an invitation to order. By clicking the "Buy" button, you place a binding order for the goods listed on the order page. The purchase contract is concluded when we confirm your order via email or deliver the goods.

4. Prices and Shipping Costs

All prices are stated in Euros and include VAT (if applicable). Shipping costs are listed separately on the product pages and will be displayed before the final order submission.

5. Delivery Conditions

Goods are delivered by post or courier to the address provided by the customer. Delivery times are indicated on the respective product page. We deliver only within the EU unless otherwise agreed.

6. Payment

Payment can be made via the payment methods offered in the online shop (e.g., credit card, PayPal, direct bank transfer). We reserve the right to exclude certain payment methods in individual cases.

7. Retention of Title

The goods remain our property until full payment has been received.

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8. Right of Withdrawal

Consumers have a statutory right of withdrawal as detailed in our separate Withdrawal Policy (Widerrufsbelehrung).

9. Warranty and Liability

The statutory warranty rights apply. Since the goods sold are used items, minor signs of wear may occur and do not constitute defects. We are liable for damages only in cases of intent or gross negligence, except for injury to life, body, or health.

10. Data Protection

Your personal data will be processed in accordance with our Privacy Policy (Datenschutzerklärung), which is available on our website.

11. Dispute Resolution

The European Commission provides a platform for online dispute resolution (ODR): <https://ec.europa.eu/consumers/odr/>. We are not obliged and not willing to participate in dispute resolution proceedings before a consumer arbitration board.

12. Final Provisions

Austrian law shall apply to the exclusion of the UN Sales Convention. Mandatory consumer protection provisions of the country in which you reside remain unaffected. If individual clauses of these terms are or become invalid, the validity of the remaining provisions shall remain unaffected.