

General Terms and Conditions of Sale

Status: February 2026

§1 Scope of application

(1) These General Terms and Conditions of Sale (hereinafter: GTC) shall apply to all contracts concluded via our online shop between us, the

FARE-Guenther Fassbender GmbH
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and you as our customer.

(2) All agreements made between you and us in connection with the purchase contract result in particular from these Terms and Conditions of Sale, our written order confirmation and our declaration of acceptance.

(3) The version of the GTC valid at the time of conclusion of the contract shall apply.

(4) We do not accept any deviating terms and conditions of the customer. This applies even if we do not expressly object to their inclusion.

(5) A natural person as customer is a consumer insofar as he or she enters into a legal transaction for purposes that predominantly are outside their trade, business or profession. In contrast, an entrepreneur is any natural or legal person or partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession.

§2 Information on accessibility in accordance with § 14 (1) No. 2 in conjunction with Annex 3 No. 1 BfSG

(1) General description of the service: FARE – Guenther Fassbender GmbH, based in Remscheid, is a leading supplier of high-quality umbrellas and parasols, which are available to both end consumers and business customers. Our online shop offers a wide range of products, including pocket umbrellas, walking stick umbrellas, golf/guest umbrellas, parasols, premium umbrellas and children's umbrellas. These umbrellas can be customised with company logos and advertising messages to serve as effective promotional items. FARE attaches particular importance to quality, sustainability and innovative designs.

(2) Descriptions and explanations for understanding the implementation: Customers can select and order products via the website www.fare.de. Products are selected and information is provided in particular via the product search or the filters on the product overview pages. Detailed information on individual products can be found on the product detail pages. The ordering process (see §4) includes selecting the desired umbrella model, the quantity and options for product customisation (e.g. screen printing, transfer printing and doming – see §6) and providing delivery and payment information (see §5 and §8). After the order has been completed, the umbrella will be produced according to the specifications provided and delivered to the address provided (see §5). Customers also have the option of registering (see §3).

(3) Description of compliance with accessibility requirements: FARE complies with the legal requirements for digital accessibility in accordance with the Barrierefreiheitsstärkungsgesetz (BFSG) [Accessibility Enhancement Act], the associated ordinance (BFSGV) and the European Accessibility Act (EAA). Our website www.fare.de takes into account the four principles of accessibility: perceivability, operability, understandability and robustness. – Perceivability: Content has sufficient contrast and readable font sizes. All images and graphics have alternative text; multimedia content is provided with subtitles. – Operability: All functions and content of the website are fully operable via keyboard and assistive technologies, without restrictions or time limits. – Comprehensibility: Content and navigation are clearly structured and formulated in an understandable manner, and input fields provide assistance. – Robustness: The website is compatible with current browsers and screen readers and is prepared for technological developments.

FARE conducts regular accessibility tests and continuously improves its services. If you encounter any barriers, FARE would be pleased to hear from you at info@fare.de.

(4) Information pursuant to Art. 246 EGBGB: FARE – Guenther Fassbender GmbH, Stursberg II 12, 42899 Remscheid, Germany. Tel: +49 (0)2191 60915-0, Fax: +49 (0)2191 60915-20, E-mail: info@fare.de.

(5) Competent market surveillance authority: The competent market surveillance authority for compliance with accessibility requirements is: Ministry of Labour, Social Affairs, Health and Equality of the State of Saxony-Anhalt, Department 3 'Social Affairs and Occupational Safety', Robert Richard, Turmschanzenstraße 25, 39114 Magdeburg, Tel.: (0391) 567 4530, Email: [MLBF\(at\)ms.sachsen-anhalt.de](mailto:MLBF(at)ms.sachsen-anhalt.de).

§3 Registration as a customer

(1) To purchase our goods via the online shopping cart system on our website, you can register, free of charge, as a customer. Registration is mandatory for dealers, resellers and industrial and commercial customers. Please contact us for registration (§ 1, further contact details can be found in the imprint or use the registration form integrated on our website).

(2) As part of the registration process, a user account will be set up under a user name and password assigned by us. After you have contacted us for registration, you will receive this access data by e-mail. You can change the password individually when you log in for the first time. We recommend that you make this change. The access data to your user account must be kept secret, and we must be notified immediately of any loss of the password or of third parties gaining knowledge of it. The user account is not transferable.

(3) New customers who access our webshop via a campaign link (e-mail campaign, online advertising, banner or similar) can initiate the order as a guest. At the same time as the order, a customer account will be created, the access data for which will be sent to them in accordance with paragraph 2 immediately after the order has been submitted.

§4 Conclusion of contract

(1) The presentation and advertising of items in our online shop do not constitute a binding offer to conclude a purchase contract.

(2) The contract is concluded via the online shopping cart system as follows: The goods intended for purchase are placed in the „shopping cart“. You can call up the „shopping cart“ via a button in the navigation bar and make changes there at any time. After calling up the „Order“ page and entering your data as well as the selected payment and shipping options, all order data are finally displayed again on the order overview page.

If you use an instant payment system (e.g. PayPal) as a payment method, you will either be taken to the order overview page in our online shop or you will first be redirected to the website of the instant payment system provider. If you are redirected to the respective instant payment system, make the appropriate selection or enter your data there. Finally, you will be redirected back to our online shop to the order overview page. Before

submitting the order, you have the possibility to check all details again, to change them (also via the „back“ function of the Internet browser) or to cancel the purchase.

By sending an order via the online shop by clicking the button „order subject to payment“, you place a legally binding order. You are bound to the order for a period of 5 days after placing the order.

(3) We will confirm receipt of your order placed via our online shop immediately by e-mail. Such an e-mail does not constitute a binding acceptance of the order unless, in addition to the confirmation of receipt, the acceptance is declared at the same time.

(4) A contract is only concluded when we accept your order by means of a declaration of acceptance or by delivering the ordered items.

(5) If the delivery of the goods ordered by you is not possible, for example because the corresponding goods are not in stock, we shall refrain from issuing a declaration of acceptance. In this case, a contract is not concluded. We will inform you of this immediately and refund any payment already received without delay.

§5 Terms of delivery and reservation of advance payment

(1) The delivery period for goods which we have in stock is between two (2) and five (5) working days, depending on the place of delivery and unless otherwise agreed. In all other respects, the delivery and the delivery period shall be subject to the proviso that we ourselves are supplied. Delivery dates and delivery periods are only binding if we have confirmed them in text form.

(2) We are entitled to make partial deliveries insofar as this is reasonable for you.

(3) In the case of orders from customers with their place of residence or business abroad or in the case of justified indications of a risk of non-payment and if you do not select an immediate payment method, we reserve the right to deliver only after receipt of the purchase price plus shipping costs (advance payment reservation). If we make use of the reservation of advance payment, we will inform you immediately. In this case, the delivery period shall commence upon payment of the purchase price and the shipping costs.

(4) Shipment is at your risk. If you so wish, the goods will be shipped with appropriate transport insurance, whereby the costs arising from this are to be borne by you. If you are a consumer, we bear the shipping risk.

§6 Individually designed goods

(1) If you order an individual design of the ordered goods from us, you shall provide us with the suitable information, texts or files required for the individual design of the goods with your order or request for quotation or, at the latest, immediately after conclusion of the contract by e-mail. Our specifications on file formats, if any, shall be observed.

(2) You undertake not to transmit any data whose content infringes the rights of third parties (in particular copyrights, rights to a name, trademark rights) or violates existing laws. You expressly indemnify us against all claims asserted by third parties in this connection. This also applies to the costs of legal representation required in this context.

(3) We do not check the transmitted data for correctness of content and in this respect do not assume any liability for errors.

(4) Insofar as agreed, we will send you a proof, which you must check without delay. If you agree with the proof, you shall release the draft for execution by countersigning it in text form (e.g. mail). The design work will not be carried out without your approval. You are responsible for checking the proof for correctness and completeness and for informing us of any errors. We accept no liability for errors that are not objected to.

(5) Insofar as we create texts, images, graphics and designs for you as part of the individual design, these are subject to copyright. The use, reproduction or modification of individual parts or complete contents is not permitted without our express consent. Unless otherwise agreed, we transfer to you the right to use the

copyrighted works created for you for an unlimited period of time. You are expressly prohibited from making the protected works or parts thereof available to third parties in any way, either privately or commercially. The transfer of the right of use is subject to the condition precedent of full payment of the agreed purchase price.

§7 Prices and shipping costs

- (1) The prices in our online shop can be adjusted. If you select the display option for private customers, they are inclusive of the applicable statutory value-added tax. If you choose the display option for commercial customers, the prices quoted are exclusive of the statutory value-added tax applicable at the time.
- (2) The shipping costs are indicated in our price quotations in our online shop and are to be borne by the customer. This does not apply if the customer, who is a consumer, makes use of his right of withdrawal. In this case, however, he shall bear the direct costs of the return shipment.
- (3) If we fulfil your order in accordance with § 3 para. 3 by partial deliveries, you will only incur shipping costs for the first partial delivery. If the partial deliveries are made at your request, we will charge shipping costs for each partial delivery.

§8 Terms of payment and set-off and right of retention

- (1) The purchase price and the shipping costs shall be paid within eight (8) days of receipt of our invoice at the latest. We are entitled to issue invoices electronically and to send invoices by e-mail.
- (2) Registered commercial customers may pay the purchase price and shipping costs by invoice, unless otherwise stated in the online shop or our offer. As an end customer, the means of payment PayPal is available to you.
- (3) You are not entitled to offset against our claims unless your counterclaims have been legally established or are undisputed. You are also entitled to offset against our claims if you assert notices of defects or counterclaims from the same purchase contract.
- (4) As a buyer, you may only exercise a right of retention if your counterclaim arises from the same purchase contract.

§9 Retention of title

- (1) We retain title to the goods until all claims arising from the current business relationship have been settled in full.
- (2) As an entrepreneur, you may resell the goods in the ordinary course of business. In this case, you already now assign to us all claims in the amount of the invoice amount accruing to you from the resale; we accept the assignment. You are further authorised to collect the claim. However, insofar as you do not properly fulfil your payment obligations, we reserve the right to collect the claim ourselves.
- (3) We undertake to release the securities to which you are entitled at your request insofar as the realisable value of our securities exceeds the claim to be secured by more than 10%. The selection of the securities to be released shall be incumbent upon us.
- (4) The pledging or transfer of ownership by way of security of the reserved goods is not permitted.

§10 Warranty

- (1) The warranty period for entrepreneurs is one year from delivery of the goods. The one-year warranty period shall not apply to culpably caused damage attributable to us arising from injury to life, limb or health and damage caused by gross negligence or wilful misconduct or fraudulent intent, as well as in the case of claims under a right of recourse pursuant to §§ 478, 479 BGB.

(2) Only our own statements and the manufacturer's product description shall be deemed agreed as the specification of the goods. We accept no liability for other public statements by the manufacturer or other third parties (e.g. advertising statements) to which the purchaser has not drawn our attention as being decisive for his purchase.

(3) As an entrepreneur, you are obliged to inspect the goods immediately and with due care for deviations in quality and quantity and to notify us in writing of any obvious defects within 7 days of receipt of the goods. Timely dispatch is sufficient to meet the deadline. This shall also apply to hidden defects discovered at a later date. The assertion of warranty claims is excluded in the event of a breach of the obligation to inspect and give notice of defects.

(4) As a consumer, we ask you to check the goods immediately upon delivery for completeness, obvious defects and transport damage and to notify us and the carrier of any complaints as soon as possible. If you fail to do so, this shall not affect your statutory warranty claims.

(5) In the event of defects, we shall, at our discretion, provide warranty by rectification or replacement delivery. If the rectification of defects fails, you may, at your discretion, demand a reduction in price or withdraw from the contract. The rectification of defects shall be deemed to have failed after a second unsuccessful attempt, unless the nature of the item or the defect or other circumstances indicate otherwise. In the event of rectification of defects, we shall not be required to bear the increased costs incurred by transporting the goods to a place other than the place of performance, provided that such transport does not correspond to the intended use of the goods.

§11 Liability

(1) We shall be liable to you in all cases of contractual and non-contractual liability in the event of intent and gross negligence in accordance with the statutory provisions for damages or reimbursement of futile expenses.

(2) In other cases, we shall only be liable – unless otherwise stipulated in paragraph 3 – in the event of a breach of a contractual obligation, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which you as the customer may regularly rely (so-called cardinal obligation), limited to compensation for the foreseeable and typical damage. In all other cases, our liability is excluded subject to the provision in para. 3.

(3) Our liability for damages arising from injury to life, limb or health and under the Product Liability Act shall remain unaffected by the above limitations and exclusions of liability.

§12 Copyrights

We have copyrights to all pictures, films and texts published in our online shop. Use of the images, films and texts is not permitted without our express consent.

§13 Final provisions

(1) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If you have placed the order as a consumer and have your habitual residence in another country at the time of your order, the application of mandatory legal provisions of this country remains unaffected by the choice of law made in sentence 1.

(2) If you are a merchant and have your registered office in Germany at the time of the order, the exclusive place of jurisdiction is the seller's registered office in Remscheid. Otherwise, the applicable statutory provisions shall apply to the local and international jurisdiction.

(3) The contract language is English.

(4) We do not store the complete text of the contract. Before sending the order via the online shopping cart system or the enquiry, the contract data and these GTC can be printed out or electronically saved using the

browser's print function. After receipt of the order by us, the order data, the legally required information for distance contracts and the General Terms and Conditions as well as the declaration of revocation for consumers will be sent to you again by e-mail.

(5) Codes of Conduct: We have submitted to the Trusted Shops GmbH Code of Conduct, which can be viewed at: https://www.trustedshops.com/tsdocument/TS_QUALITY_CRITERIA_en.pdf

Battery note: <https://www.fare.de/en/AGB/Batteriehinweis/>

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