

## **TERMS AND CONDITIONS**

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PASCHBECK GmbH, Managing Director: Angelika Paschbeck, Ligsalzstrasse 37 RGB, D-80339 Munich, Germany, info@fummelundkram.com, fax: +49 - 89 -18 92 36 57, phone: +49 - 89 - 500 282 33, Company Registry: Handelsregister B Munich, HRB 183380, Location of Business: Munich, (hereinafter referred to as: „PASCHBECK“) runs an online shop at the internet address www.fummelundkram.com (hereinafter referred to as: „online shop“). All deliveries and services ordered through the online shop are exclusively subject to the following terms and conditions, in the version that is current at the time of the order. We do not accept conflicting or additional terms and conditions of the customer without an explicit written agreement.

### **1) Offers, availability and prices**

The presentation of our merchandise in the online shop does not represent a legally binding offer. It is only an invitation to order. The presentation is without obligation and is subject to change. PASCHBECK reserves the right to deny an order without cause and without indicating reasons.

The merchandise offered is represented in the online shop by digital photographs. Therefore the representation in the online shop can differ slightly from the actual product. These minor divergences do not constitute a defect of the actual merchandise.

We only manufacture limited small quantities. Therefore delivery is subject to availability.

All prices shown are listed in EURO. They include German sales tax (MwSt), but exclude shipping costs, customs fees and additional costs for cash on delivery. On the confirmation page during the purchase process, prices for delivery outside of the European Union will be shown excluding the German sales tax and excluding possible customs fees and import taxes.

We only deliver to consumers as defined in § 13 BGB i.e. natural persons who enter into a contract with us for a transaction that is not part of his/her commercial, self-employed or job-related activities.

### **2) Contract conclusion**

Once you have entered all data and have pressed the „confirm order“ button, you submit a binding offer to enter into the contract for the purchase of the listed merchandise. Data transmission is encrypted. Immediately following your order you will receive a confirmation email that we have received your order. We will then verify if the order can be executed. The sales contract is concluded once you receive confirmation from us that the order is being processed (order acceptance).

### **3) Revocation Terms**

#### **Right to return**

**You have the right to revoke your contract agreement without indicating any reasons within two weeks in writing (e.g. letter, fax, email) or – if the merchandise has been delivered to you before the time limit expires – by sending the merchandise back. The two week time period starts once you have received the revocation terms in writing, but not before delivery of the merchandise to the recipient (for recurring delivery of similar merchandise not before delivery of the first partial shipment) and not before fulfilment of our duty to inform per § 312c Abs. 2 BGB in conjunction with § 1 Abs. 1, 2 und 4 BGB-InfoV and our duties per § 312e Abs. 1 Satz 1 BGB in conjunction with § 3 BGB-InfoV. To conform to the time limit for revocation it is sufficient that the notice of revocation is sent on time or the merchandise is returned on time. The notice of revocation is to be sent to: PASCHBECK GmbH, Ligsalzstrasse 37 RGB, D-80339 Munich, Germany, info@fummelundkram.com, Fax: +49 - 89 -18 92 36 57**

#### **Consequences of revocation**

**In case of a valid revocation, the mutually received benefits are to be returned and resulting profits, if any (e.g. interest), are to be returned. If you cannot return the merchandise**

**completely or you can only return the merchandise in fully or partially deteriorated condition, we reserve the right to claim compensation regarding the value of the merchandise. This does not apply if the deterioration of the merchandise exclusively results from its inspection as it would have been possible for you in a store. You also can avoid the obligation to compensate for loss of value by not using the merchandise as if you owned it and by refraining from acts that might affect its value. Merchandise that can be sent by mail is to be returned at our risk.**

**You have to pay the cost for return shipping, if the delivered merchandise matches the ordered merchandise and if the price for the merchandise does not exceed 40 Euros or – in the case of a higher price - you have not paid the price in full or made a contractually agreed upon deposit at the time of revocation. In other cases the return shipping is at no cost to you. Merchandise that cannot be sent by mail will be picked up from your location. Obligations to reimburse for payments must be fulfilled within 30 days. The time period for you begins with the date the notice of revocation or the merchandise is sent, for us it begins with the date the notice of revocation or the merchandise is received.**

#### **End of Revocation Terms**

The revocation terms above do not apply to sealed CD's if you have opened or damaged the sealed packaging (unsealing).

#### **4) Returns**

Please use the original packaging in all cases for returns. Please pay for the postage in all cases. We will reimburse you for these costs if we are obligated to pay for the shipping costs. Since costs for packages sent with shipping costs to be paid by the recipient are significant we cannot accept packages sent as such. Please note that we can only accept returns from the country of original delivery. In the case of a return your account / credit card will be credited. Any losses due to a change in currency exchange rates will not be reimbursed.

#### **5) Shipping and delivery**

We ship globally to the delivery address provided by you.

Merchandise is generally ready for shipping at the latest one business day after the order is placed or - in case of prepayment - after payment has been received. Merchandise will be shipped by insurance mail.

Deliveries to countries outside of the European Union: We pay the costs for transport, insurance of the merchandise and any costs for supplementary documentation. Please note that for deliveries outside of the European Union you will have to pay for each country individually the costs for all import taxes, customs fees, and processing fees separately to the shipping company. For details regarding applicable taxes and duties for your country, please contact us by email at [info@fummelundkram.com](mailto:info@fummelundkram.com).

Please note that any foreign bank charges have to be paid by you.

Additional information regarding shipping and delivery, shipping costs and delivery times you will find under „Delivery information“ in the box on the left side of the online shop website during the checkout process. The delivery times are not guaranteed, but we will always do our best to deliver within the shortest timeframe possible.

#### **6) Payment**

As payment methods, we currently offer prepayment or cash on delivery and credit card. However, cash on delivery can only be accepted in some countries and is subject to additional cost.

All payments and credits will be solely handled in Euro.

Additional information you will find under „Payment information“ in the box on the left side of the online shop website during the checkout process.

**7) Retention of Title**

Until payment is made in full PASCHBECK retains its title to the merchandise.

**8) Inspection and obligation to give notice**

Please verify the proper condition of the merchandise upon receipt. If the packaging is damaged, please open it in the presence of the shipper and have the shipper fill in a damage report. Please inform us immediately in order for us to assist you. If the merchandise is obviously defective and damaged you have the obligation to inform us immediately in writing (email is acceptable), at the latest 5 business days from the date the merchandise was received, if you want to make a claim that you have not caused the defect or damage.

**9) Warranty**

Statutory warranty provisions apply.

**10) Liability**

Except when central contractual obligations have been violated, PASCHBECK is only liable for damages, if PASCHBECK exercised gross negligence or intent. In the case of the violation of a central contractual obligation PASCHBECK is liable for culpable actions of PASCHBECK. The above described exclusions and limitations of damages do not apply to damages due to personal injury or in the case of mandatory legal requirements. Exclusions or limits to the liability of PASCHBECK also apply to personal liability of its statutory organs or auxiliary persons, employees, contractors and agents of PASCHBECK.

**11) Choice of Law, Validity**

If one or more provisions of these terms and conditions are invalid, the validity of the remaining provisions remains unaffected. German law applies exclusively. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.