

General Terms and Conditions of Business

German Detail

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-referred to in the following as supplier-

§ 1 Scope

(1) All services of the supplier for the on-line shop www.germandetail.com are governed exclusively by the following General Terms and Conditions set out below, as applicable at the time the order was placed.

(2) Our General Terms and Conditions are currently valid. We do not accept any diverging Terms and Conditions from the customer except those, specifically agreed.

§ 2 Conclusion of contract

(1) The presentation of goods on our website is not a binding offer from our side. By submitting the ordering form provided on our website, you make a binding offer to us.

(2) We will send immediately an e-mail confirming that we have received your order. This confirmation is not an acceptance of a contractual offer. We accept your order with an e-mail confirming the receipt of your order or with delivery of the product within five days.

§ 3 Terms of payment, default in payment

(1) All prices indicated on the website are valid for the time, the order was placed. All fixed prices include value added tax and are "Ex-works".

(2) We accept the following payment methods: advance payment or payment by direct withdrawal, a PayPal.

(3) In case of payment delay we are entitled to charge the interests of 5 % above the basic interest rate of European Central Bank. In case we charge a higher delay interest, the customer may prove the possibility that the interest too high is and to pretend for the lower charge.

§ 4 Retention of title

All goods remain the property of www.germandetail.com until payment is received in full.

§ 5 Delivery

(1) The goods will be ready for dispatch within 5 days after we received your order. If you have chosen the payment in advance, as a payment option, your purchase will be dispatched within 5 days after the full purchase price has been credited to our account. For each item you will find exact delivery time at the website. The delivery time begins at the moment the customer completes all customer duties, in particular, about the delivery address.

(2) The customer will be immediately advised, if the goods are not in stock, due to the fail of supplier to supplier. The already fulfilled services of contracting partner will be immediately refunded. The legal claims of customers remain.

(3) For enterprises: the customer has the danger of deterioration or loss of goods by transmitting of packages to transport companies. If the handing over or the dispatch is delayed due to the customer himself, the customer takes over all risks for the goods, on the day of dispatch.

§ 6 Default of acceptance

(1) If the customer refuses or neglects to take the goods, we reserve the right to charge the customer for our expenses.

(2) In case of delay, the purchase price can be charged additionally. In case of payment delay we are entitled to charge the interests of 5 % (for enterprises: 8%) a year above the basic interest rate.

(3) The customer may prove that damage of the required amount much lower is. The customer takes a risk on an accidental loss or deterioration of purchase at the moment of payment delay or default of acceptance.

§ 7 Warranty

(1) If there are deficiencies in the purchase, we will correct the deficiency, or provide a replacement delivery within scope of the reasonable period of time.

(2) If the supplementary performance is delayed and if the deficiency correction fails in any other way, the customer may revoke the contract or demand a corresponding reduction of the price of sale.

(3) If the customer is an enterprise for the purposes of §14 BGB his warranty claims are valid as agreed: obvious defects have to be announced in writing to supplier not later than 14 days after delivery of the product. Latent defects also have to be announced in writing to supplier not later than 14 days after delivery of the product. If the fault announcement does not occur in time, the guarantee has validity. Warranty claims come under the statute of limitations - except in cases of compensation claims - within one year after delivery of purchase to the enterpriser.

§ 8 Revocation, costs

You have to bear the regular costs of return, if delivered goods are appropriate and if the price of return comes to not more than 40 Euros. In case of higher price, at cancellation point you didn't get any other goods or service – return is free for you.

§ 9 Limitation of liability

(1) We shall not be liable for any special or consequential damages that result from use of, or the inability to use. Further we are liable for minor negligence in carrying out the contractual duties, which fulfilling makes the contract only possible or which the breach of the achievement of the purpose of the contract and which is provided that the customer regularly

trusts. In last-mentioned case we are only liable for the predictable, typical defects. It is not liable for the easily negligent defect of other than in the preceding sentences referred duties.

(2) The limitation of liability above shall not valid for liability of product or for warranty, even for the claims in case of body or health, life damages.

§ 10 Data protection

All customer data provided by the customer that are necessary to process the contract within the scope of the business relationship are saved and processed by German Detail. We don't transmit your personal data without your explicit consent or exclusively for the purpose of processing the contract, as for delivery needed.

§ 11 Governing law, severability

(1) All legal disputes arising out of or in connection with a purchase contract shall be governed exclusively by German law to the exclusion of the UN-Sales Convention. If any provision is invalid, nothing in this shall prejudice the validity of the remaining provisions hereof.

(2) If the contractual partners are traders, the court in Berlin is responsible, provided that no other court is founded. This is also valid, even if the customer is not a EU resident.

§ 12 Final clause

As far as one regulation of this contract is invalid or cannot be or will be achieved, the other regulations of this contract remain.