

# Terms and conditions

(As of 08/2012)

## General

The business relationship between the customer of ChriLu Bears (Buyer) and ChriLu Bear - Christiane Egersdörfer (provider), is determined by these general terms and conditions which apply to them as amended, at the time of the respective order.

## Contract, reservation of delivery, prices

The order is made by submitting the completed order form in the online procedure. The contract is concluded, independently of a confirmation of receipt of the order, by delivery of the goods only. If an ordered product is not available, we will inform the buyer within the confirmation. Our prices are including VAT plus the cost of shipping.

## Shipping Conditions

The dispatch of the goods in Germany and abroad will only occur after advance payment (Price + Shipping) from the customer (via V-check, bank transfer etc.). The provider offers a free delivery from an order with a value of at least 200, - Euro. Under 200, - Euro orders within Germany will be charged by costs of 6.90 Euro. For orders from other European countries the shipping costs are according to the weight 12,- Euro to 17, - Euro (other countries depending on effective costs).

Delivery generally occurs by Deutsche Post AG. So the buyer can also pick up the shipment at the post office.

## Delivery arrangements

Your order is usually delivered to you in a single consignment. If certain products must be transported separately, because of their size separated shippings are possible. In these cases you will incur no additional costs for shipping and packing!

With the delivery of the goods, we have met our primary requirements and the performance and price risk is transferred to the buyer. Due to occasional change of assortment of suppliers, deferred consignment can occur. However, these circumstances will be pointed out in the order confirmation. Estimated delivery dates will be announced if possible. The provider reserves the right to partial deliveries, with no additional costs incurred by the buyer.

Delivery dates are not binding. Exceptionally promised dates and deadlines must be in writing form. The same applies to their subsequent agreement or amendment.

If provision of a comparable performance is not possible, the provider will be authorized to dissolve the contract and will not have to provide the promised service. In this case the provider will have to inform the customer immediately of the unavailability. Already provided consideration of the purchaser is to be repaid immediately.

## **Withdrawal**

The purchaser can withdraw his declaration of intent within two weeks without giving reasons by writing (eg letter, fax, e-mail) or by returning the product. The period begins with receipt of the instruction. To maintain the revocation period, the punctual sending of the product or of the revocation is sufficient. The revocation must be sent to:

### **Chrilu-Bären / Christiane Egersdörfer**

Fuggerweg 11  
D-88471 Laupheim  
Germany

## **Consequences of withdrawal**

In the event of a withdrawal, the received benefits are to be returned by either party. Should the purchaser not return the obtained performance or should he return it in a declined state, he will have to provide an appropriate compensation to the provider. This does not apply to the release of things if the deterioration of the product is solely due on its examination - as it would have been possible in a common shop. Moreover, the purchaser may avoid the obligation of compensation by omitting everything, which impairs the value of the product. In case of a return from a goods delivery whose order value arises up to 40,- Euro, the buyer has to bear the cost of the return if the delivered good corresponds to the ordered one. Otherwise, the return will not be charged to the customer.

Returns have to be addressed as follows:

### **Chrilu-Bären / Christiane Egersdörfer**

Fuggerweg 11  
D-88471 Laupheim  
Germany

## **Returns**

The customer is authorized to return the received product within two weeks without stating reasons by just returning the product. The period begins with receipt of the merchandise and the return instructions. During this period it is sufficient to send the product or the return wish. In each case the return takes place at the expense and risk of the customer. The return or the return wish must be sent to:

### **Chrilu-Bären / Christiane Egersdörfer**

Fuggerweg 11  
D-88471 Laupheim  
Germany

## **Warranty**

For a period of two years from delivery of the product the warranty is limited to supplementary performance if the manufacturer is responsible of the lack. In case of failed supplementary performance, the buyer will be authorized to reduce the price or to resign the contract according to his own decision. Moreover the buyer has the right to resign or to a compensation if the provider refuses the completion seriously and definitively. The same occurs if the provider refuses the completion due to excessive costs or if the supplementary performance chosen by the customer fails or if it is unacceptable for the provider. To companies, the warranty period is limited to 1 year. Natural wear is always excluded from the warranty. In case of further demands, the provider shall be responsible only for gross negligence or intent. Because of further claims and rights providers shall be liable only for intent and gross negligence,

except for liability for damages resulting from the loss of life, limb or health . Moreover, liability is excluded.

#### **Privacy Policy**

The provider collects without the purchasers consent only the data which are necessary for the execution and the maintenance of the contractual relationship, in accordance to legal provisions. Provided customer's data will not be disclosed to third parties and are used only for the purposes to which the purchaser has agreed.

#### **Retention of title**

The goods supplied by us remain our property until the fulfillment of all our claims, on whatever legal reason and regardless of the expiration of the withdrawal period.

#### **Applicable Law**

The contract is subject to German law as it applies to domestic transactions. The provisions on international purchase (CISG) are excluded.

#### **Liability (severability clause)**

Should any individual provisions of these terms and conditions here apparent or they supplemented by contract get invalid, the validity of the regulations is not affected, and the other contract and these General Terms and Conditions remain in the remaining effective for both parties. The contractors are required to agree to a new destination, with the aims of the invalid provision which comes closest.

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