

Terms and Conditions

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1. General, scope of application

1.1. For the business relationship between the webshop provider of ChaWuDu, shopkeeper Heiko Hummler (hereinafter referred to as ChaWuDu) and the consumer (hereinafter referred to as the Customer), these General Terms and Conditions of Business shall apply exclusively in the version valid at the time of the order.

2. Contract conclusion

2.1. The order must be placed in the form of a letter, e-mail or fax with the completed order form (via the link in Online Shop). In all cases, the customer undertakes to provide all data required for the order truthfully and completely.

2.2. The presentation of the products in ChaWuDu's online shop does not constitute an offer to conclude a sales contract, but merely provides the customer with information. If the customer places an order, this constitutes an offer to ChaWuDu to conclude a purchase contract. Before placing an order, the customer can correct his entries at any time using his keyboard and mouse by using the usual functions.

2.3. ChaWuDu will immediately confirm the receipt of the order in an e-mail sent to the e-mail address provided by the customer (confirmation). This confirmation does not constitute an acceptance of the customer's order and does not constitute a commitment to its execution. ChaWuDu may, however, combine the confirmation with a declaration of acceptance with regard to the execution of the order (acceptance). Insofar as ChaWuDu makes use of this option, it will, in addition to confirming receipt of the order, expressly confirm the execution of the order and thus the conclusion of the contract for the ordered goods. Otherwise, the contract shall come into effect at the latest upon delivery of the goods to the customer.

2.4. With the conclusion of the contract concluded in the confirmation by ChaWuDu, the customer receives the order data and these general terms and conditions in an email.

2.5. Partial deliveries are permissible.

3. Shipment

3.1. The ordered goods will be delivered by ChaWuDu within one week after payment of the purchase price (see clause 5). The delivery will be made to the delivery address indicated by the customer.

3.2. If no items of the product selected by the customer are available, ChaWuDu will inform the customer of this immediately.

3.3. In the event of a delay in delivery of more than two weeks from confirmation of the order, the customer has the right to withdraw from any contract that has already been concluded, without prejudice to his right of revocation. If the product is permanently unavailable, ChaWuDu is also entitled

to withdraw from any contract already concluded; any payments already received by ChaWuDü from the customer will be refunded immediately.

4. Prices and shipping costs

4.1. All prices, which are indicated on the website of the provider, are to be understood including the respectively valid legal value added tax.

4.2. The shipping costs are shown in the online shop via the link "Shipping costs" and can be called up there.

4.3. The goods are sent by parcel service or postal service. If the customer has given a different address than the one given by the customer and the delivery is not accepted there, ChaWuDü will charge the customer the additional shipping costs for a new delivery.

4.4. The goods will be shipped to the customer within two working days of receipt of payment if possible. The customer will be informed of any delays by ChaWuDü.

4.5. As far as you are granted a right of revocation (cf. item 10), you have to bear the costs of the return shipment if the delivered goods correspond to the ordered goods and if the price of the goods to be returned does not exceed an amount of EUR 40.00 or, in case of a higher price of the goods, if you have not yet rendered the consideration or a contractually agreed partial payment at the time of the revocation. Otherwise the return of the goods is free of charge for you.

5. Payment

5.1. Invoices are to be paid in advance or cash on delivery. Special terms of payment (e.g. by invoice, foreign order, etc.) require agreement.

6. Retention of title

6.1. The goods remain the property of ChaWuDü until full payment has been received.

7. Liability and compensation

7.1. ChaWuDü is liable without limitation in the event of intent and gross negligence, in the event of culpable injury to life, body or health, in the event of defects which it has maliciously concealed, within the framework of product liability and other mandatory liability regulations or in the event of the issue of a quality or durability guarantee.

7.2. In the event of culpable violation of essential obligations (obligations whose violation endangers the achievement of the purpose of the contract) as well as for the violation of cardinal obligations (obligations whose fulfilment is essential for the proper execution of the contract and on whose fulfilment the customer regularly trusts) ChaWuDü is also liable in the event of simple negligence, but only for the typical contractual damage foreseeable at the time of the conclusion of the contract.

7.3. Any further claims for damages, in particular for financial losses of the customer, are excluded.

7.4. Insofar as the liability of ChaWuDü is excluded or limited, this also applies to the personal liability of the employees, representatives and vicarious agents of ChaWuDü.

8. Choice of law

8.1. German law shall apply to every contract concluded between ChaWuDü and the customer, including these General Terms and Conditions, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

8.2. Should one or more provisions of these General Terms and Conditions of Business be invalid, void or incomplete, the remaining provisions shall remain unaffected.

9. Notes on data processing

9.1. ChaWuDü collects data of the customer in the context of the processing of contracts. In doing so, it observes the provisions of the relevant data protection regulations. Without the express consent of the customer, ChaWuDü will only collect, process or use inventory and usage data of the customer to the extent that this is necessary for the processing of the business relationship with the customer. The stored data will be transferred to parcel service providers within the framework of the order processing.

9.2. Without the express consent of the customer, ChaWuDü will not use the customer's data for advertising, market or opinion research purposes.

9.3. Furthermore, with regard to the customer's consent and further information on the collection, processing and use of data, reference is made to the data protection declaration, which can be called up in printable form at any time on the ChaWuDü website by clicking on the button Data Protection.

10. Revocation policy

Widerrufsrecht

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (ChaWuDü, Heiko Hummler, Lorenz-Hagel-Weg 9, 88437 Maselheim, Germany, phone: +49 7356-9093144, fax: +49 7356-870066, e-Mail: contact@chawudu.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory. You can also electronically fill in and submit the model withdrawal form or any other unequivocal statement on our website www.chawudu.com. If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by e-mail) without delay.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of revocation

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

End of the revocation policy