

§ 1

Validity of deliveries, offers and sales are exclusively based upon the following conditions

These terms of trade shall become part of all contracts and shall also be valid for future business relationships without further agreement. Contradicting terms of trade or deviant counter-confirmations are only accepted after expressed written agreement of wortmann-uhren.

§ 2

Offer, acceptance and contract

Written or verbal offers are not binding and subject to change, even if not marked as such. The wortmannuhren internet offers are an invitation to contract according to BGB. A purchase and sales contract between the customer and wortmann-uhren is only formed after wortmann-uhren confirms the customer's order by letter or E-Mail.

§ 3

Deadline, delayed acceptance and special warranty

According to § 146 BGB a tender's order is terminated if it is either not accepted or rejected by wortmannuhren. Wortmann-uhren shall confirm any customer's offer within seven days after receipt of the offer. If wortmann-uhren doesn't comply with this time limit, the purchase and sales contract fails and the customer is released from his binding offer. If wortmann-uhren only confirms a customer's order after the given period of time has expired, no purchase and sales contract is realized because the customer is released by the expiry of the given period. The order confirmation has to be seen as a new offer and the customer is free to either accept or deny it.

§ 4

Right of cancellation according to § 145 BGB

The tender's offer is binding. However, wortmann-uhren grants right of cancellation according to § 3 Abs. 3 Fernabsatzgesetz. The customer may recede from the purchase and sales contract. The period for the right of cancellation comes into force only by correct and complete return of the delivered goods to wortmann-uhren. Return costs are the responsibility of wortmann-uhren.

§ 5

Right of cancellation on the part of wortmann-uhren

Wortmann-uhren reserves the right to cancel any purchase and sales contract. This may take place for example in cases of any supply bottleneck or unpredictable problems of delivery.

§ 6

Prices and shipping costs

All listed or quoted prices are not binding. Errors and price alterations are reserved. All prices are to be understood as given in EURO.

Other agreements provided, wortmann-uhren delivers ordered items within the BRD charging shipment costs of EURO 20.00 including postage, package and insurance. Other agreements provided, wortmann-uhren provides insurance covering the purchasing price of each delivery. However, wortmann-uhren reserves the right to charge possible insurance fees for shipment in certain cases after informing the customer. Some insurances exceeding the above given value require a special agreement. Additional costs for this increased insurance are charged to the customer.

Deliveries abroad, especially to non EU-countries, are charged with an adequate flat-rate for shipping according to the destination.

Other agreements provided, the flat-rate for shipping to EU-countries is EURO 60.00 per delivery including postage, package, shipment, and insurance. The flat-rate for deliveries to non EU-countries (USA/Overseas) is EURO 70.00. Other agreements provided, wortmann-uhren provides insurance covering the purchase price of each delivery. However, wortmann-uhren reserves the right to charge possible insurance fees for shipment in certain cases after informing the customer.

§ 7

Passing of risk

Delivery / collection of goods shall be at the risk of wortmann-uhren. Returns shall be at the risk of the customer and are only accepted by insured parcel (in the amount of the purchase price).

§ 8

Delivery

All binding dates of delivery are subject to expressed written confirmation. Part deliveries are permitted. Also in cases of binding agreements on deadlines and dates wortmann-uhren is not liable for delays of delivery and performance by reasons of unforeseen circumstances and events essentially impeding or preventing delivery, i.e. strikes, breakdowns, official orders, problems of procurement also of suppliers. The purchaser shall be obliged to accept ordered and delivered goods. In case the purchaser denies or omits acceptance, the purchaser is in default of acceptance. Following another failed attempt of delivery, wortmann-uhren reserves the right to charge 20 % of the value of the goods ordered as compensation (subject to a possible higher damage)

§ 9

Conditions of payment

All deliveries are made against remittance and cash. Mode of payment has to be arranged with wortmannuhren.

Further modes of payment are possible upon agreement with wortmann-uhren (advance payment).

Payment is settled the moment the amount payable is credited to the account of wortmann-uhren.

Customer's delay of payment authorizes wortmann-uhren to charge a maximum interest of 5 % or the prime rate of the European Central Bank respectively. Enforcement of any further damage caused by delay is reserved explicitly.

§ 10

Retention or set-off

The customer is only authorized to retention or set-off of partial amounts if a counterclaim which shall be set off is finally decided or is confirmed in writing by wortmann-uhren.

§ 11

Reservation of ownership

Wortmann-uhren reserves proprietary rights until all claims of wortmann-uhren against the customer are settled, including future claims and claims arising from contracts made at the same time or later. This is also valid if some or all claims of the vendor were included in a current account and the balance is struck and accepted.

§ 12

Warranty

For all delivered goods wortmann-uhren provides warranty coverage of twelve months according to the statutory provisions for all damage resulting from material or production after passing of risk according to the following provisions:

The customer obliges himself to examine all deliveries from wortmann-uhren on receipt to be free from defects and in due condition. In cases of short or wrong shipments as well as obvious defects the customer has to notify wortmann-uhren in writing within two days of delivery. In this case the goods have to be returned to wortmann-uhren immediately.

Wortmann-uhren reserves the right for two attempts of remedy of defect. If the remedy of defect should fail the customer generally has the right of withdrawal or rescission. Warranty does not cover any defects caused by improper handling of the goods by the customer or a third party. In case of any claims the customer has to give an exact description of the defect to wortmann-uhren. The removal of any marking, stickers or identification labeling off the goods causes loss of warranty. The transportation agency has to be advised of any transport loss.

§ 13

Customer's return privilege

Wortmann-uhren generally offers the customer a 14-day (after receipt of delivery) return privilege for all goods in original packing.

In case of return the customer immediately informs wortmann-uhren about his intent of return and returns the goods to wortmann-uhren. The shipping costs are wortmann-uhren responsibility. Only if the goods are delivered to wortmann-uhren in their original packing the customer can change the article, otherwise wortmann-uhren shall refund the purchase price of the same. The customer may decide upon the way of refunding. Refunding takes place 30 days after receipt of delivery at the latest.

If the purchased goods are unsalable after being returned to wortmann-uhren because of damage or use by the customer, refunding is impossible. Wortmann-uhren reserves the right to abate the amount of refunding or to return the goods to the customer. According to § § 346 ff BGB the customer has no general return privilege in case of improper return of the goods.

§ 14

General conditions

If any provision of these Terms of Trade or of any other contractual agreements is or shall become invalid, the remaining provisions and agreements shall nevertheless remain in full force and effect. The partners oblige themselves already today to agree upon an alternative provision replacing the same in the best possible original, economic, and legal form. Any modifications or amendments whatsoever of these Terms of Trade shall only be legally effective in written form. This is also valid for waiving the written form requirement. As far as this is legally possible, place of performance and jurisdiction is Augsburg. Any dispute arising shall be governed by the German version of these Terms of Trade and by German Law.