



Terms and Conditions

Dear Customers,

the primary goal we want to achieve with our products and our service is to satisfy you, our customer, so that you may perhaps even want to recommend us to your family and friends. This is why we will always try to make necessary decisions in your favor. Just in case, here's the fine print.

§1 General Terms

Every contract and parts thereof between the Bavariashop GmbH (hereinafter also referred to as "Bavariashop") and its customers (hereinafter referred to as "customer") are without exception subject to the following general terms and conditions in their form at the time of the customers order. They apply to questions of shipping and delivery of goods, ordered by the customer (via telephone, internet, e-mail, in written form or fax) from the Bavariashop GmbH and especially, but not exceptionally, from websites operated by the Bavariashop GmbH (e.g. www.bavariashop.com). Differing terms and conditions from the customers side are to be considered void unless the Bavariashop GmbH has explicitly agreed to them.

§2 Conclusion of Contract, Prices

Language of the contract is German. The depiction of the products in the online-shop is not a legally binding offer but a noncommittal online-catalogue. With entering your personal data and clicking the button "Confirm checkout" in the final step of the order-procedure, you place a binding order of the products in the shopping-cart. The confirmation of the order follows immediately after the order has been sent. The contract comes into being with our confirmation of your order or the delivery of the goods.

Bavariashop will notify the customer when the order has been received. Bavariashop can accept the offer within two weeks. The contract comes into being when Bavariashop accepts the offer. The offer will be accepted in written form via e-mail or by a notification that the goods have been shipped or delivery of the goods. A possible claim for cancellation of the order by the customer remains untouched by this.

The prices, conditions and terms in their form at the time of the customers order are binding for the Bavariashop GmbH. However, Bavariashop is entitled to withdraw from the contract if there are mistakes or errors in spelling, printing, calculating or accounting. Every price includes the German Mehrwertsteuer (= VAT). Custom duties are not included and will be assessed and relayed to the customer by the respective custom-organs. If a certain article is not available and the customer does not explicitly wish otherwise, Bavariashop offers the delivery of an alternative article if it equals the ordered article in character and price. The shipping costs for the return of a delivery under the total value of 40,00 EUR are charged to the customer if the delivered goods are the ordered ones or if, at a higher value of the order, the complete or partial payment(s) required by the contract have/has not been made at the time of the cancellation. Non-packable goods will be fetched from the customer.

Notice:

Your right of withdrawal is cancelled prematurely if Bavariashop starts the service with your explicit consent before the end of the revocation period or you have caused this service yourself (i.e. via download).

The ordering of the following articles cant be revoked:

Goods which were manufactured according to the specifications of the customer or which are clearly tailored to the personal requirements of the customer and goods which - due to their nature - are not suitable for being returned or which can go bad or have passed their expiry date.

Sealed audio or video recordings or software insofar as the seal has been removed by the customer. Newspapers, periodicals and magazines.

Non-packable goods will be collected from the customer.

§3 Delivery

Deliveries will be made according to the terms and conditions on the respective websites at the time of the order to the address stated by the customer. The following terms apply for Bavariashop, especially: Specifications about the date of delivery are not binding if a date of delivery has not been explicitly been confirmed by Bavariashop. Customers from outside Germany will have to pay for taxes and customs. Bavariashop is entitled to delivering orders in parts. Additional costs will be paid for by Bavariashop. In a case of default of acceptance or other faults considering the duty of cooperation by the customer, Bavariashop is entitled to demand financial repairs for the occurred damage as well as for possible additional costs. Other claims remain reserved.

§4 Methods of Payment, Retention of Title

The delivered goods remain property of the Bavariashop GmbH until the order is completely paid for. The payment is due with the acceptance of the order by Bavariashop. The payment has to be made by the methods of payment listed on the respective website at the time of the order. Cash discount deduction is not possible. If a debit should be returned or not encashed, the customer herewith irrevocably entitles their bank to inform Bavariashop about the customers current address. Additional debit fees which have been charged to Bavariashop for reasons the customer is responsible for, can be claimed back from the customer by Bavariashop.

§5 Limitation of Liability, Defects, Damage Claims

If Bavariashop is liable for defects by law, the following terms apply: Liability for slight negligence does only apply in cases of laches, unenforcability or violation of essential contractual obligations and is limited to the value of the foreseeable usual damage (typical average damage). The limitation of liability does not apply to damages to life, body and health. Otherwise the liability of Bavariashop remains untouched, especially liability for intent, fraudulent concealment of a defect, gross negligence and liability regardless of negligence or fault. A possible liability because of acceptance of a guarantee remains untouched, too. The limitation of liability also applies to third parties, who are included in the extent of protection of the contractual relationship. Bavariashops legal representatives, employees or agents are not liable to a wider extent than Bavariashop. Obvious defects can only be asserted within a respite of two weeks after delivery of the goods. The objection has to reach Bavariashop on the last day of that respite. An e-mail or fax are sufficient means of notice. For other defects the usual legal regulations apply.

§6 Cancellation of Order

The respite starts with receipt of the goods and an explicit explanatory text. The customer can revoke the order within a respite of two weeks without further specification of reasons in written form (e.g. letter or e-mail) or by returning the goods. The respite does not start before the delivery and the reception of this instruction. The dispatch of the letter of revoke or the goods suffices for the protection of the respite. The revoke has to be addressed to:

Bavariashop GmbH
Georg-Hardt-Str.7
83624 Otterfing / Munich
Germany
or
servus@bavariashop.de



In case of an effective revoke, the benefits received on both sides have to be returned, including possible advantages (e.g. interest). If the customer can not return the received goods or benefits in full or only in a diminished quality or value, the customer is liable to pay compensation for the value. This does not apply to diminished value that is exclusively caused by the examination or testing of the goods as it would have for example been possible in a store. Apart from that, the customer can avoid an obligation for value compensation by not using the goods like a proprietor and refraining from any usage that would diminish the value of the goods. Packageable goods are to be returned. The customer has to pay for the return of a delivery of an order of a value of up to 40,00 EUR if the delivered goods correspond to the order. Otherwise the return of the goods is without charge for the customer. Non-packable goods will be fetched from the customer.

Notice:

Your right of withdrawal is canceled prematurely if Bavariashop starts the service with your explicit consent before the end of the revocation period or you have caused this service yourself (i.e. via download).

§7 Protection of Minors

Bavariashop only wants to enter contracts with customers of full age. The customer is obligated to take care that only the customer him- or herself or persons entitled by the customer him- or herself will receive the order.

The customer indemnifies Bavariashop from any claims of third parties that would arise from a violation of the customers duties as mentioned above.

§8 Guarantee and service

Guarantees according to legal regulations. Information about possible additional guarantees by the manufacturer of an article are to be looked up in the respective product documentation.

You can contact our customer service by telephone on working days from 8:00h to 17:00h
under: +49 (0) 89 / 41 61 48 960
or by e-mail to servus@bavariashop.de

§9 Complaints, Place of Performance, Place of Jurisdiction, Severability Clause

In case the customer wants to place a complaint, it can be sent to info@bavariashop.com. German law shall be applicable excluding the UN Sales Convention. This also applies for orders from outside Germany. The originating point of the goods shall, in each case, be the place of fulfilment for the delivery. Munich shall be the place of fulfilment for payment. If the Purchaser is a merchant or does not have a general place of jurisdiction in Germany, the place of jurisdiction is Munich. We shall, however, have the right to also bring a claim against the Purchaser at his general place of jurisdiction. The same applies for the dunning procedure. Should one or more terms be not effective, this does not affect the effectiveness of any of the other terms and conditions.

§10 Replacement

In case of broken or damaged goods, for customers outside of Germany, a replacement can not be sent out. The amount paid (or partially) will be refunded. Shipping costs can not be refunded.

§11 Final Remark

Should there be a change in these general terms and conditions, the current updated version can be found here. Should there be any more questions, please don't hesitate to send an e-mail to servus@bavariashop.de or call us at +49 (0) 8024 / 47 75 990

We would be happy to be of assistance.

Georg-Hardt-Str.7
83624 Otterfing / Munich
Germany

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