



TORTENMANN

ROCK'N'ROLL GEAR

TERMS AND CONDITIONS

1. For the business connections between Tortenmann UG (haftungsbeschränkt) and the customer solely these Terms & Conditions do apply. Deviating clauses are only effective if they are confirmed by us in writing. By ordering the customer accepts our Terms & Conditions.

2. The presentation of our merchandise does not constitute a binding offer for sale. By ordering via internet, email, phone or fax the customer does not make a binding offer, but rather a request for a binding offer by us, usually in the form of a proforma invoice. This offer is valid for 14 days. The customer automatically accepts this offer by paying the invoice amount.

3. We are entitled to do partial deliveries. If a product you have ordered is unavailable for any reason you will not be charged for these goods and any money already debited from your account will be refunded. We will not be liable for any losses suffered due to product unavailability.

4. All prices on our website are listed in Euro, including German VAT (19%) and exclusive of packing and delivery as well as possible bank charges. If nothing else

has been agreed upon in writing, the payment is in advance and is due within 14 days after the receipt of an order confirmation or proforma invoice. If it is agreed upon in writing that the goods will be sent before the payment was received then the payment is due within 14 days after consignment. The assertion of a higher damage caused by delay remains reserved.

5. The shipping cost will be added to the product prices. Shipping is usually done via DHL or Deutsche Post AG.

6. The risk of loss or deterioration of the goods passes onto the buyer as soon as the delivery has left our factory or any other place of dispatch in accordance with the provisions of the agreement. We and the forwarder have to be notified without delay in case of loss or damage during shipment. An offence against this clause results in excluding any liability for the damage on our side. Tortenmann will not be liable for any losses, costs, damages, charges, or expenses caused by delay or failure of delivery of the goods. Insurance will be paid as soon as the carrier has determined that the goods are lost.

7. We retain ownership of the goods until full payment of the purchase price. In case of default of the buyer we are entitled to seize the goods, whereas the buyer is obliged to retribute the merchandise.

8. If the delivered merchandise exhibits a deficiency that already was present at the time of passing of the risk, then we will, except where not notified in time, mend or exchange the merchandise. The customer is required to allow an adequate period of time for the rectification. Claims because of deficiencies of new merchandise become time-barred after 24 months after the customer received the merchandise. Before any merchandise is sent back our confirmation is to be obtained. Claims because of deficiencies are not valid when damages occurred after the passing of risk which can be attributed to wrong use, abuse, insufficient care, excessive strain, inappropriate operation or extraordinary external influences. If third parties make improper repairs, modifications or changes then no claims are valid for these or the resulting consequences.

9. Customers may cancel an order which was placed by means of telecommunications within 14 days after receipt of the merchandise by issuing a statement that they wish to withdraw from the contract. Tortenmann grants an unconditional right to return the merchandise for a period of 14 days from the date of delivery. It is sufficient to send the parcel within the period fixed. Exempt from return are custom made and custom ordered products. In the case that the payment will be refunded the refund of the payment will be done by bank transfer (TT) or crediting your PayPal account. This will be done immediately, the latest 30 days after the receipt of the free of defects, undamaged, complete merchandise.

You are obligated to compensate for the loss of value if the merchandise shows signs of use or was damaged.

10. If we elect not to enforce or to delay enforcement of any part of these Terms and Conditions of Sale it will not affect our right to enforce the rest of these Terms and Conditions. The Contract between Tortenmann and the customer shall be the entire agreement relating to the purchase of goods through Tortenmann and shall be governed by German law and subject to the exclusive jurisdiction of the Courts of Berlin, Germany. If any provision is held to be not legally enforceable it shall not effect the remainder of the Contract. If any information is missing in this document or if any parts are not legally effective then the German law takes place of the ineffective clauses.

11. Tortenmann is not responsible for injuries incurred while using our products nor any damage to other items related or non related to the use of our products. Tortenmann shall not be liable for any direct, indirect or consequential loss, injuries or death, howsoever caused, resulting from the use of this product. Please ensure that the associated equipment connected to this unit is safely earthed.

12. The specifications and appearance of the product are subject to change without prior notice. Tortenmann is not under any obligation to retrofit any such changes or improvements to earlier models.