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General terms and conditions

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1. General Terms

1.1

The following general terms and conditions are valid for all business relations that are established between Mr Thorsten Theis, Elbachstraße 1 51580 Reichshof- Odenspiel (below: CELLODOC) and customers on the online marketplace eBay.

All services that the CELLODOC provides within the framework of a contractual relationship occur accordingly upon the basis of these contractual terms.

1.2

Customers in the sense of the terms and conditions at hand are consumers as well as enterprisers.

1.2.1.

A consumer is to be regarded as every natural person, with which a business relationship is established and which acts upon a goal that is neither to apportion to commercial activities nor independent professional activities.

1.2.2.

Enterprisers are every natural person or corporate body or any business partnership having legal capacity with which a business relationship is established and which acts upon commercial activities or independent professional activities.

2. Contract conclusion

The settlement of a contract is directed toward the following itemised provisions respective of the form of offer.

2.1

If the article appears within the context of a so-called online auction, the binding offer towards the closure of a contract lies within the activation of the offer website of eBay. This is addressed toward the customer who makes the highest bid during the duration of the auction and who fulfils any additional conditions specified.

The offer can be accepted during the individually determined time period of the online auction and only over the bidding function eBay offers on its commercial platform.

By making a bid, the customer accepts the offer. The offer expires if a third party makes a higher bid during the period of the online auction. The official eBay time is decisive for the period measurement of the online auction. At the end of the determined period or in the case of a premature conclusion of the online auction, the contract will be concluded with the customer who has made the highest bid, unless a deposited reserve price in connection to the offer has not been obtained.

2.2.

A contract is concluded with the customer irrespective of the passing of the period and without the implementation of an online auction immediately at the quoted fixed price if the customer utilizes the quoted fixed price option and fulfils any additional conditions specified if an article appears within the framework of a so-called online auction and is provided with a fixed price function (buy- immediately or immediate and new).

The conclusion of the contract at the quoted fixed price is possible in this case as long as no bid has been made for the so-called online auction. If a reserve price has been deposited in connection with the offer, a contract conclusion remains possible notwithstanding whether even thereafter a bid has been made on the so-called online auction until the reserve price has been obtained or transgressed.

2.3.

If an article appears only within the context of the fixed price format, the binding offer with the quoted fix price towards the closure of a contract lies within the activation of the offer website of eBay. The contract conclusion with the customer results as soon as the customer fulfils the conditions contained within the the offer and has performed the buy-immediately or immediate and new button.

3. Price and payment conditions

3.1

The prices listed in the offers are the final sale prices and contain all price components including any taxes incurred. The prices do not include packaging, freight, postage, or insurance, of which the respective amount can be taken from the respective article description.

3.2

In the case of international deliveries (for example, in the case of intra-community acquisitions), additional taxes and/or duties (for example, customs) could have to be paid for by the customer.

3.3.

The customer commits himself to pay all amounts without deduction within 10 (in words: ten) days after having received request for payment. After unsuccessful deadline expiration, the customer will be in delay of payment on the part of CELLODOC.

3.4

The customer has the right to summation only if his counterclaim has been assessed as, or has been recognised through CELLODOC as, being legally valid.

3.5

The consumer can practice the right of retention if his counterclaim is based upon the same contractual relationship.

4. Delivery and Shipment

4.1

The delivery of the article will be carried out regularly by dispatch type sequence and against cash in advance or against cash-on-delivery. The customer must therefore pay the final sale plus the delivery and dispatch costs in advance or upon delivery.

4.2

Generally, the delivery of the product takes place within one work day after receipt of payment.

4.3

As far as no other agreement exists, the delivery of the product will be carried out by the parcel service United Parcel Service Express (UPS-Express).

5. Retention of title

5.1

CELLODOC retains title of ownership of sold articles opposite consumers until the total purchase price plus any delivery and shipment costs have been fully paid.

The title of ownership remains reserved (retention ware) opposite enterprisers until all claims within the ongoing business relationship have been completely settled.

5.2 The customer is obligated to treat retention ware with care.

5.3

The customer is obliged to provide CELLODOC third parties access to the retention ware- for example, in the case of distraint - to immediately disclose any damage or demolition upon the product, and to provide all information and documents that are essential for ensuring rights of ownership during the retention of title.

5.4

CELLODOC is entitled to withdraw from the contract and to demand the return of the product by customer conduct contrary to contract- particularly in the case of delay in payment or in the case of breach of obligation respective numeral 5.2 and 5.3.

6. Right of revocation and revocation consequences

Respective the utility of the distant sale contract regulations, as a consumer, you have the right of revocation regarding those products bought through us and respective of the following instruction:

6.1

You can revoke your contractual declaration within one month in written form (for example by letter, fax, or e-mail) without statement of reason, or by returning the product. The period stipulated begins at the earliest at that point in time when the instruction has been notified in written form, but not before the product delivery date.

The punctual mailing of the written revocation or product is necessary to keep in with the stipulated revocation period. The revocation is to be directed to the address listed below.

CELLODOC

Herr Thorsten Theis
Elbachstraße 1
51580 Reichshof-Odenspiel / Deutschland
Fax: +49(0)2297 - 909408
email: mail@geigenhandel.com

6.2.

The right of revocation does not exist respective § 312 paragraph 4. BGB (german civic law) amongst others for contract conclusions for delivery of customer specified customized products or products that have been customized towards the special needs of the customer.

6.3

In the case of an effective revocation, the received services from both parties and any additional benefits drawn (for example, interest) are to be returned.

If the received services cannot be fully or partially returned or only be returned in deteriorated condition, the respective value substitution must be reimbursed.

This is not valid when the deterioration of the product is due to the testing of the product- as would be possible in a shop. Transportable products are to be returned by mail, non-transportable products will be picked up at the customer. The consumer must carry the mailing costs if the delivered product is consistent with that what was ordered and if the returned product is not worth more than 40, 00 Euro, or if the product is worth more than 40, 00 Euro and the consumer has not produced a service in return or a by contract agreed upon partial payment at the point of revocation. Otherwise the return is cost-free for the consumer.

7. Damage notification opposite transport companies

7.1

The customer will control the delivered product. In the case of externally discernable transport damage, the customer is obligated to note this upon the respective shipping documents and let the deliverer give him a receipt for it.

7.2

If the deficit or damage is not externally discernible, the customer has to notify CELLODOC about the deficit within 5 (in words: five) days of delivery or at least notify the transport company within 7 (in words: seven) days of delivery, in order to warrant that any claims toward the transport company are asserted in due time.

7.3

The customer will support CELLODOC to the best of his abilities as far as claims toward the respective transport company or transport insurance company are asserted.

7.4

Any rights and claims of the customer are not affected through this.

8. Warranty terms

Any product enquiries and/ or complaints are to be directed to CELLODOC at the contact information cited above. Otherwise the following warranty terms apply.

8.1

No warranty exists in the case of damages resulting from inappropriate usage or treatment or inadequate care, the same is true for so-called intentional wear and tear

8.1.1

After having finished playing, it is recommended that the instrument be wiped off with a dry duster to avoid the sticky rosin dust from settling upon the instrument.

8.1.2

The keeping of the instruments should occur in a case or suitcase. The storage of the instruments next to a source of heat, for example near or on a heater, should be avoided.

8.1.3

Storage in a case or suitcase is advisable.

8.2

According to legal guidelines, the customer only has claims upon subsequent performance by defected delivered material.

8.2.1.

Toward enterprisers, CELLODOC renders of his own choice warranty either by means of subsequent performance (reparation) or compensation delivery.

8.2.2.

Customers, however, have the choice whether the subsequent performance should occur in the form of amendment or compensation delivery, as far as the latter is possible. In any case, CELLODOC has the right to refuse the type of subsequent performance if it is only possible with disproportional costs and the other type of subsequent performance can be performed without significant disadvantages for the customer.

8.3

An existing defect cannot be removed from the customer himself or through a third party by means of so-called personal execution without the approval of CELLODOC. Any expenditure accrued herewith will not be reimbursed.

8.4

If the subsequent performance fails, the customer can demand a reduction in compensation, withdrawal from the contract, compensation or replacement of forlorn expenditure respective measurement of the legal guidelines. If the customer chooses compensation or asserts replacement of forlorn expenditure, liability limitations apply according to numeral 9 of these terms and conditions.

8.5

Used objects can show age typical signs of wear and tear, which generally do not give reasons for defect. In addition, opposite enterprisers, the sale of used objects excludes claims and rights due to defects, regardless upon which legal grounds. This is true for defects that have arisen after contract conclusion and before the danger crossing. However, this warranty exclusion is not valid, in as far as CELLODOC is liable after numeral 9 of these terms and conditions or if it concerns the material rights of a third party on the grounds that the handing over of the delivered object can be demanded.

8.6

A limitation period for the rights of a consumer amount to two years regarding defects upon new objects. A limitation period for the rights of an enterpriser amount to one year after delivery of the product. In the case of used objects, a limitation period for defect claims of the customer amount to one year after delivery, unless the defect claims of the customer are impossible (8.5).

With these periods associated lapse relieves are not valid in as far as CELLODOC is liable after numeral 9 of these terms and conditions or if it concerns the material rights of a third party on the grounds that the handing over of the delivered object can be demanded.

8.7

Enterprisers must report CELLODOC obvious defects within a period of 14 (in words: fourteen) days after receipt of the product in written form, otherwise the assertion of warranty claims impossible. The timely sending of the defect notice is enough for the period preservation.

9. Liability terms

9.1

By legal terms, CELLODOC is absolutely liable for damages of the injury of life, body or health that are based upon intentional or negligent duty injury as for other injury that based upon a intentional or gross negligent duty injury as well as fraud. In addition, CELLODOC is absolutely liable for damages that are covered by the liability according to conclusive legal regulations, such as the Product Liability Law, for example.

9.2

CELLODOC is liable for damages that are caused through simple or slight negligence, as far as this negligence concerns the injuries of those contractual duties, whose adherence is of special significance for the achievement of the contractual purpose (Cardinal duties).

Thereby the liability of CELLODOC is limited to the predictable, contract typical, immediate average damages.

9.3

CELLODOC is liable toward the consumers in the case of negligent injuries (simple or slight) of irrelevant contractual duties. This is, however, limited to the predictable, contract typical, immediate average damages.

9.4

Without consideration of the legal nature of the asserted claim, proceeding liability is not possible.

10. Final terms

10.1

The law of the German Federal Republic is valid. For consumers who have not concluded the contract for professional or commercial purposes, this legal choice is valid only in so far as the granted protection of the necessary terms of the legal state in which the consumer has his usual residence has not been withdrawn.

10.2

The terms of the CISG (= United Nations Convention on Contracts for the International Sale of Goods or United Nation sales law) cannot be applied.

10.3

If the customer has no court of jurisdiction in Germany or if the domicile or usual residence is not known at the point of institution of proceedings, the exclusive court of jurisdiction for all disputes concerning this contract is also the company headquarters of CELLODOC. The authority to call upon the court in another legal court of jurisdiction stays unaffected from this.