



General Terms And Conditions (GTB)

Celtic Dance World Frank Decker e.K. · Bonhoefferstr. 4 · 27793 Wildeshausen · Germany · subsequently called "Celtic Dance World" · 08/2011

§ 1 Scope

- (1) The service of Celtic Dance World will be explicitly performed according to the following terms and conditions of Celtic Dance World valid at the time of order.
- (2) Exclusively our terms of service will be applied. Dissenting terms and conditions of service of customers will not be accepted unless we give our explicit consent.

§ 2 Conclusion of the contract

- (1) Our offerings express a tentative invitation towards the customer to order products. By placing an order on our website the customer expresses a binding proposal to conclude a contract that can be made in English or German language.
- (2) The proposal is accepted by sending a confirmation of the proposal via e-mail or by delivering the products within 2 weeks. After expiration of this period without any interaction the proposal is considered as rejected.

§ 3 Payment, default

- (1) Prices are as displayed on our website at the time of order, including tax (VAT) and displayed forwarding charges.
- (2) Payment for orders within Germany is per advanced remittance, by direct debit, by credit card (VISA, MasterCard, American Express), by cash on delivery (+ 6.90 EUR C.O.D. charges per order) or by cash. Paying by credit card the card will be debited when the sending the delivery. Credit card fee is 3% of the order value (goods value and shipping).
- (3) Payment for orders from abroad is per advanced remittance or by credit card (VISA, MasterCard, American Express). Paying by credit card the card will be debited immediately after receiving your order. Credit card fee is 3% of the order value (goods value and shipping).
- (4) In default of payment, we are qualified to claim default interests 5 points above percentage of the basic interest rate of the European Central Bank. In case of damage higher than the damage caused by default payment, the customer will be given the right to proof that the claimed damage is not existent or significantly lower.

§ 4 Set-off/reservation of property

- (1) The customer may claim set-off rights only if his/her counterclaims are regarded as *res judicata*, unchallenged or if acknowledged by us.
- (2) Until complete payment delivered products remain property of Celtic Dance World.

§ 5 Delivery

- (1) Inland deliveries of products will take place per insured parcel by HERMES-Logistik. Deliveries outside Germany will take place per insured parcel by HERMES-Logistik, or by a local parcel service, or by DHL International or per registered mail by Deutsche Post.
- (2) Deliveries will take place within 3 workdays after placing the order, in case of advanced payment within 3 workdays after receipt of payment. Start of delivery period requires punctual and due fulfillment of the customer's duties, particularly correctly stated delivery address within the scope of the order.
- (3) If we are not able to deliver the products without our actual fault and due to breach of contract by our supplier, the customer will be informed without any delay that the products are not available at that moment. Return service already performed by the customer will be refunded immediately.

§ 6 Default of acceptance

- (1) If the customer defaults on acceptance or culpably violates his co-operational duties, we are qualified to be refunded caused damages including further expenditures. Further claims are reserved.
- (2) In default of payment, the customer is to pay default interest. The interest rate is 5 points above percentage of the basic interest rate. In case of deals between enterprises the interest rate is 8 points above percentage of the basic interest rate.
- (3) The customer's right to proof that the claimed damage is not existent or significantly lower as claimed is reserved.

§ 7 Warranty

- (1) In case of lack, the customer has the choice between improvement and replacement of the product. However, we are qualified to reject the chosen kind of re-performance if it is only likely to cause disproportionately high costs, and if there will not be significant disadvantages for the customer to choose the other kind of re-performance.
- (2) If the re-performance has failed or is rejected by us completely, the customer may demand a decrease of the price or may revoke from the contract. Possible claims of the customer remain untouched.

Consumers regarding to § 13 BGB (Bürgerliches Gesetzbuch) have a right of revocation:

§ 8 Note Of Revocation

- Beginning of Instruction -

(1) Note of Revocation

You may revoke from the contract in writing (letter, Fax, Email) or - if the surrender of goods was before deadline - by returning the product within 14 days without giving reason. The period begins at the earliest with the receipt of this instruction in text

form, but not before the receipt of goods at the consignee (in case of recurring deliveries of similar goods not before the receipt of the first part-delivery) and also not before fulfillment of our duty to supply information as defined in art. 246 para. 2 in conjunction with para. 1 sentence 1 and 2 EGBGB as well as our duty as defined in § 312g para. 1 sentence 1 Bürgerliches Gesetzbuch (BGB) in conjunction with art. 246 para. 3 EGBGB. To preserve this period, please post this note or return the product in time. The note of revocation is to be sent to the following address:

Celtic Dance World Frank Decker e.K.
Bonhoefferstr. 4
27793 Wildeshausen
Germany
Email: info@celtic-dance-world.com
Fax: 0049 -321 / 21 35 22 53

(2) Consequences of Revocation

In case of effective revocation, mutual performances are to be refunded and maybe derived advantages (i.e. interest) have to be returned. If our performance cannot be refunded completely or partly or in an impaired condition, you need to pay damages proportional to the value. In case of surrender of goods this rule does not apply if the impairment is exclusively based on the examination of the product - for example as done in shops. You can avoid paying damages if you do not act as the owner of the products and avoid anything which may lower the value. You have to bear the regular costs of reconsignment if the delivered product is the same as the ordered product and if the price of the returned product does not exceed 40 EUR, or if you have not reciprocated or paid an agreed part payment at the time of revocation in case of higher prices. Otherwise consumers reconsignments are free of charge. Products suitable for shipment are to be returned. Products not suitable for shipment will be collected. Financial duties, i.e. paying damages, must be fulfilled within 30 days. For you the time limit shall commence with sending your revocation or dispatching the goods, for us with the receipt of goods.

- End of Instruction -

(3) Exclusions of revocation on distance contracts are deliveries of

- customized products or
- goods produced according to customers specifications or
- audio- or video recordings or software, if data carriers are unsealed by you.

§ 9 Costs of reconsignment in case of revocation for consumers

If a consumer exercise the right of revocation, the consumer bear the regular costs of reconsignment, if the delivered product is the same as the ordered product and if the price of the returned product does not exceed 40 EUR, or if you have not reciprocated or paid an agreed part payment at the time of revocation in case of higher prices. Otherwise the reconsignment is free of charge.

§ 10 Limitation of liability

- (1) In case of breach of duty due to negligence, liability of Celtic Dance World as well as his/her legal subordinates is limited to the predictable, average damage within the scope of this contract. We as well as our legal subordinates are not liable for breach of duties not subject to this contract and duties which do not jeopardize the fulfillment of this contract.
- (2) The above mentioned limitations of liability do not apply in case of claims based on product liability or guarantee as well as claims resulting from harm to body, health and loss of life.

§ 11 Data protection

Your personal data will be treated confidentially according to the data protection regulations. Your personal data will not be forwarded without your consent, respectively within the range necessary to fulfil the contract like providing forwarding agents with your personal data.

§ 12 Applicable law, venue

- (1) German law will be applied, disregarding UN sales law if the choice of this law results in depriving consumer of rights regulating consumer protection.
- (2) If the contractual partners are salesmen, place of jurisdiction is Wildeshausen unless an exclusive venue is constituted for litigations.

§ 13 Final Regulations

If a single provision of this contract is invalid or cannot be enforced, other provisions of this contract remain untouched.