

# General Conditions of Sale (GCS).

## 1. Contracting Parties

tausche-bags are sold by:

tausche oHG | Raumerstr. 8 | 10437 Berlin,

hereinafter referred to as „Seller“.

## 2. Exclusive Applicability of our GCS

For any and all deliveries the Seller's delivery and payment conditions on hand are exclusively applicable. Differing terms of the Customer shall only be applicable if and when they have been accepted by the Seller explicitly and in writing.

## 3. Contract

Any sales contract will be concluded by Customer's order via internet and Seller's confirmation of such order via e-mail.

## 4. Delivery

Ship to any address worldwide. Delivery is made by freight forwarding or by postal services. Delivery will be made within approximately 7 days starting from the date, when the sales contract is concluded or in case of prepayment/ payment by voucher from the date when the payment/ voucher has been received by Seller. No delivery charges accrue for deliveries within Germany. International delivery charges will be indicated during the online order procedure before the Customer can send off the order. The individual amount of the charges depends on the country of destination.

## 5. Changes

Seller reserves the right to improvements or immaterial and reasonable changes of the ordered merchandise.

## 6. Payment Conditions

Customer may choose prepayment or payment via credit card. In case of payment via credit card a card fee amounting to 6,00 € will be charged. If tausche-vouchers are used for payment we shall send out the goods as soon as we have received the original and valid voucher or respectively as soon as we have activated a voucher-code, after having received payment for that voucher, and the Customer has used this valid voucher code during the order procedure.

## 7. Retention of Title

Seller reserves all title to the delivered goods until full payment has been effected by Customer.

## 8. Late Delivery

If delivery is not made within the indicated time period, Customer may give notice to Seller by setting an appropriate period of grace. If Customer does not receive delivery within this period of grace he may, in addition to other rights granted under statutory law, withdraw from the Contract.

## 9. Notice on Right to Return (Rückgabebelehrung):

**Right to return the goods (Rückgaberecht - applies only if Customer is a consumer):**

**The Customer may return the goods received without giving any reason by sending them back within two weeks. The period for exercise of this right shall begin at the earliest from the day of receipt of the goods and of this notice by the Customer.**

**Only if the delivered goods cannot be returned by parcel (e.g. bulky goods) the Customer may declare the return of the goods by request for return in text form, e.g. by letter post, facsimile or email. The Customer shall have exercised his right in due time if he has sent off the goods or**

**the request for return within the two-week period. In any case the return of the goods shall be at the cost and risk of the Seller. The goods or the request for return shall be sent to: tausche oHG, Raumerstr. 8, 10437 Berlin, Germany.**

**The right to return shall apply accordingly, if the Customer purchases vouchers instead of goods.**

**Consequences of the return:**

**If the Customer has exercised the right to return, both sides shall re-stitute the benefits received including derived advantages (e.g. compensation for use). If the goods are deteriorated the Supplier may ask for compensation for lost value. However, the Supplier may not ask for compensation if the deterioration of the goods was solely caused through their being tested - in a way the Customer would have been able to at a store. Besides the Customer can avoid compensation for lost value by not using the goods as if he already owned them and by refraining from all acts which could impair the value of the goods.**

**- End of notice on Right to Return -**

## 10. Defects

(1) For commercial customers who purchase the goods not for private use but for their commercial activities the warranty period ends 12 months after delivery of the goods. In all other respects statutory law shall apply.

(2) Signs of wear, e.g. breaks in the material, cracks in the pvc coating, small tears of the polyester fabric which do not have any static impact, or staining generated in the bends which cannot or hardly be removed, are generated by the natural aging process of the material and therefore cannot be accepted as defects.

(3) tausche-bags are only fit for use as transportation bags and only for loading up to 20 kg. Seller shall not be liable for any damage resulting from any other or inappropriate use of the bags, particularly damage resulting from overloading or filling with sharp-edged or pointed objects.

## 11. Liability

(1) Claims for damages - regardless of the legal grounds - against the Seller are excluded, if the Seller, his legal representatives or vicarious agents have caused the damage through simple negligence. This limitation of liability shall not apply in case of bodily injuries, where the Seller has granted a contractual guarantee or where an obligation under the sales contract has been breached, which is of importance for the successful turnout of the contractual goals (cardinal obligations). However, Seller's liability in these cases shall be limited to the extent of the granted guarantee or, in case of breach of cardinal obligations through simple negligence to the damage which is typical and foreseeable with respect to this sales contract. Claims arising under statutory product liability law (Produkthaftungsgesetz) remain unaffected.

(2) With exception of claims arising out of warranty, statutory product liability law or bodily injuries as well as Seller's liability for intentional behavior, all claims for damages shall be subject to a limitation period of one year after the Customer has taken notice of the damage and the liability claims or should have taken notice without gross negligence.

## 12. Storing of Personal Data

Customer's personal data will be stored as far as they are necessary for the completion of Customer's order, taking into account the Federal Data Protection Act (Bundesdatenschutzgesetz) and will be forwarded to the carrier or other third parties involved in the performance of the order, as may be necessary. After the order has been completed the data will be deleted immediately, unless legal requirements demand the storage of the data.

## 13. Applicable Law

**This Contract shall be construed exclusively under the Laws of the Federal Republic of Germany to exclusion of the UN Convention of the International Sale of Goods.**

State 2007, tausche oHG