

Customer Information

Dear customer,

Thank you for your order. We hope we handled your order to your satisfaction. If you experienced any problems, please, let us know.

With the following customer information we follow our legal obligations to inform you about your rights and the handling of your order. The customer information does not represent the terms of the contract. These are contained in the Terms and Conditions that you can find on our website at www.worldofswing.com/TC.htm.

You can print or store this customer information. It is also available as a PDF-file at www.worldofswing.com/WOS-CustomerInformation.pdf. This way the information is accessible to you off-line at any time.

Information about the seller

World of Swing GbR is represented by their partners Marcus Koch and Barbara Kaufer (VAT-ID: DE 213 514 547)
Georgenstr. 49
80799 Munich
Germany

Phone: +49 (89) 271 72 99, Fax: +49 (89) 411 541 21 or +1 (707) 988 3850

Email: info@worldofswing.com, Internet: www.worldofswing.com

Revocation instruction

Right of revocation

We want that you are satisfied with our service and delivery. According to § 312d BGB you have a right of revocation for remote purchases (e.g. Internet, written, verbal). You can recall your declaration for a contract without giving reasons in writing (e.g. letter, fax, email) or by return of the ordered articles within two weeks after receipt of the goods. The two week period starts with the receipt of this instruction at the earliest. To keep the term it is sufficient to send off your written revocation or the goods in time.

A right of revocation does not exist for audio or video recordings (e.g. CDs, video cassettes, DVDs) or software, that were unsealed by you. Products made to specifications (e.g. articles with customized engraving) are excluded from the right of revocation as well. Further the right of revocation does not apply to commercial buyers (customers who at the time of the conclusion of the contract act in a commercial or independent professional capacity.)

The German Remote Purchase law is not applicable for ticket sales and booking of classes, workshops, or camps according to §312b Paragraph 3 Nr. 6 BGB. Therefore the regular two week revocation period is excluded. Therefore those orders are binding and oblige payment. Workshop and camp registrations can be cancelled. In this case the announced cancellation fee is payable.

Direct your revocation to the following email or fax address or send a safe packed package sufficiently stamped to our postal address:

World of Swing, Georgenstr. 49, 80799 Munich, Germany
Orders@worldofswing.com, Fax: +49 (89) 411 541 21 or +1 (707) 988 3850

Revocation consequences

In case of an effective revocation mutual received goods and payments have to be returned.

We reserve the right to deduct the lawfully permitted amount in case of loss, use, and/or damage of the products. In all other respects you can avoid indemnification if you don't take the goods into use like an owner und refrain from doing anything that affect the value of a product.

Under the following conditions also shipping costs for the return are refunded to you in accordance with § 357 BGB:

- The return takes place from a German shipping address.
- You revoke the sales contract within 14 days after receipt of the goods in writing or by email or by returning the goods.
- The value of the returned article is more than 40 EUR.

If the supplied products don't correspond to the ordered products, or if the merchandise arrived damaged or has defects, World of Swing carries the return costs independently of the product value. Please understand that in all other cases shipping expenses have to be paid by you. Thus in particular, if the product value is below 40 EUR, if the product was sent back to us after 14 days or if you didn't revoke the contract within the 14-day period.

Please select the cheapest shipment method if the merchandise value of your order is below 100 EUR (usually "letter" or "small parcel"). Exceeding shipping expenses cannot be refunded. At www.deutschepost.de you can find tips for the cheapest shipment method if you return from a German shipping address.

If your merchandise value exceeds 100 EUR, please choose always the shipment method "parcel" and keep the postal receipt until the credit shows up on your account. Decisive is the value of the order at the time of purchase. To keep the term for your return you just need to send the package in time.

lease provide us with your bank account information, so that we can transfer the product value and also the shipping costs if applicable. If you buy on account, we will offset the shipping costs we have to pay against possible outstanding invoice totals. You will be informed about the credit by email.

Supply of the goods

You can find the description of the essential characteristics of the offered products and services, prices, and other price components in our online and catalog supply. In part you can make a selection. Supplied articles can differ insignificantly in type, color, size, etc. (e.g. color of the video cover) from the information in the article description.

The offers of the on-line shops are noncommittal. We assume no liability for price and typographical errors. All prices for non-commercial orders within the European Union are inclusive value-added tax.

Reservation of delivery

We reserve to refrain from the delivery of an ordered item if the ordered item is unavailable. We will inform you immediately per email or phone on such circumstance. In case a purchase price has been already paid it will be refunded immediately.

Reservation of title

A delivered item remains the property of World of Swing until complete payment of the purchase price independent of the revocation term.

Warranty / responsibility for defects / transport damages

The warranty follows the legal regulations in accordance with the following regulations:

The period of guarantee for goods is 2 years. You are obliged to examine the goods immediately for obvious defects. If obvious defects exist you have to indicate them immediately, however not later than two weeks after receipt of the good, towards World of Swing. For this you can contact us either in writing (World of Swing GbR, Georgenstr. 49, 80799 Munich, Germany), by fax (+49-89-411 541 21 or +1-707-988-3850) or by email at reclamation@worldofswing.com. If you omit that, then you cannot make warranty claims regarding those errors. We don't grant any further warranties beyond the legal warranty regulations for the supplied goods or services.

World of Swing is not responsible for defects, which were caused by you. This also applies to usual sign of wear. Your right of revocation remains unaffected.

If the purchased item has a defect you can demand fulfillment (defect removal or replacement). If the fulfillment fails and the defect is not negligible, you can withdraw from the contract, reduce the purchase price or enforce compensation.

As far as nothing else is stated below, other claims by you are excluded - no matter on what legal reasons they are based. World of Swing is therefore not responsible for damage, which did not occur at the delivered item; in particular World of Swing is not responsible for loss of profit or for other financial damages. As far as liability of World of Swing is excluded or limited, it applies also to the personal liability of employees, representatives, and executing assistants of World of Swing.

The above limitation of liability does not apply, if the cause of the damage is based on intention or gross negligence or a personal injury is present. In addition it applies not if you make a claim based on §§ 1, 4 product liability law. If World of Swing negligently violates a contract-substantial duty, the obligation to indemnify for damages to property is limited to the typically accruing damage.

The period of limitation is twenty-four months after delivery.

An assurance of characteristics for goods or services does not exist. The description of the goods and the services do not represent an assurance of characteristics. World of Swing apart from that also does not assure characteristics in the online shop.

Requirements out of positive breach of contract prescribe without prejudice to the above provisions after two years

Protection of privacy

We use information you provide us to fulfill your order, deliver your goods, perform services, handle act of paying (including necessary checks), and make improvements in your shopping experience at World of Swing. We also use your information to contact you and inform you about orders, products, services, and offers, update your customer records and to maintain your account at World of Swing. We also use your information to improve our online shop and our website, to prevent or discover abuse of our website, or to have our agents and third parties fulfill technical, logistic, and other services.

All personal data is kept confidential as a basic principle. Information about our customers will only be used by World of Swing, its agents, employees, or service partners. We guarantee that this data will not be sold or rented to third parties for advertisement or any other purposes.

Information about kind, amount, place, and purpose of the inquiry, processing, and usage of information that is necessary to place an order and to sign up for our email list is located in our privacy policy. You can access it directly at www.worldofswingstore.com/PrivacyPolicy.htm.

Stand: 14.12.2008

End of Customer Information