

Terms & Conditions

As of December 14th, 2008 (v1.6)

§ 1 Scope

These terms and conditions shall be exclusively applicable to the business relation between you, the customer, and World of Swing in their valid version at the time of the order. World of Swing does not accept varying terms and conditions of the customer. Such terms and conditions shall not become part of any agreement unless they are expressly acknowledged in writing by World of Swing.

§ 2 Access to terms and conditions

You can print or save these terms and conditions. You can also download a PDF version in English (www.worldofswing.com/WOS-TC.pdf) or German (www.worldofswing.com/WOS-AGB.pdf) to always have offline access. To read or print the PDF version you need the free Adobe Acrobat Reader.

§ 3 Operator

World of Swing GbR
Georgenstr. 49
80799 München
Germany

Phone: +49 (89) 271 72 99
Fax: +49 (89) 411 541 21 or +1 (707) 988 38 50
Email: info@worldofswing.com
Internet: www.worldofswing.com

represented by their partners
Marcus Koch, Kathi-Kobus-Str. 28, D-80797 München
Barbara Kaufer, Georgenstr. 49, D-80799 München

Value-added tax identification number: DE 213 514 547

§ 4 Conclusion of contract

You can enter into a sales contract per Internet, in writing, telephonically, verbal, or at a sales point. Contracts that are entered into at a sales point are binding.

For remotely concluded contracts the following is applicable:

If you place a remote order with World of Swing (e.g. Internet, in writing, telephonically) your order represents an offer to us for the conclusion of a purchase contract. After we've received your order you will get an email that confirms the arrival of your order and lists the details of your order. This email does not represent an acceptance of your offer. We accept your offer and a purchase contract is reached when we send the ordered goods. If your order holds several goods a purchase contract is reached only for the shipped goods.

For Internet orders the following is applicable:

You can choose from our offer as you like and change or empty the content of your shopping cart. If you

click the button "Place Order" you make a binding order towards World of Swing for the goods and services placed in the shopping cart. At the same time you accept our terms and conditions which you can have a look at before.

Before your order is placed you can check your order to detect and correct input errors. Further you can inspect the shipping costs and if available choose the shipping method. Additionally you can print the page that summarizes your order details before you send it. You will see the receipt of your order on a web page directly after you sent your order. A purchase contract is reached after we accept your order. If you leave the order page before you click on the button "Place Order" no offer/order will be placed.

§ 5 Duties to supply information

1. You are obligated to give truthful data.
2. If you omit this information or if you provide from the start wrong data, in particular a wrong E-Mail address, then World of Swing can withdraw from the contract, as far as a contract was achieved.
3. If the goods cannot be delivered due to incorrect address specifications, you bear arisen costs for the return and the costs for a second delivery.
4. World of Swing sends you immediately after conclusion of the contract an email with the order information to the provided email address. Please inform World of Swing at orders@worldofswing.com if the email hasn't reached you within 4 hours after you submitted your order.
5. You have to ensure that the provided email address is available and that the receipt of email messages is not impossible due to forwarding, filtering, shutdown or overloading of the E-Mail account.

Incorrect data is assumed, if an email addressed to you returns undeliverable or the service cannot be rendered due to incorrect address.

§ 6 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. Those orders are binding and oblige payment. Workshop and camp registrations can be cancelled. In this case the announced cancellation fee is payable.

Details on how to reserve and handle your revocation right are also included in our customer information (www.worldofswing.com/WOS-CustomerInfo.htm), which you receive with your order.

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 and 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.

Please 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.

§ 7 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.

§ 8 Payment, fulfilment, delay

At the moment payments at store are only possible in cash. Payments for Internet or remote orders are possible if available by credit card, PayPal, or advanced payment per money transfer to our bank account.

If you pay per advanced payment our bank information will be displayed on our website and send per email to you. The invoice must be paid within 14 calendar days after you have placed your order. Otherwise your order won't be followed up. We don't accept checks.

Your order will be processed immediately after receipt. The goods will be shipped as soon as the complete invoice amount shows up on our bank account. If delivery is delayed World of Swing will inform you immediately.

World of Swing bank account information:

World of Swing GbR
Account Number: 1210 30 807
Bank Code: 700 100 80
Name of Bank: Postbank München

Very important information for international bank transfers:

Watch Out! The IBAN number contains the bank account number of the recipient. You can't use the IBAN number for payments to other recipients at the Postbank.

IBAN: DE90 7001 0080 0121 0308 07
BIC/SWIFT-Code: PBNKDEFF
Postbank München
Bayerstr. 49
80335 München
Germany

With **international bank transfers** make sure that the transfer is transacted as **OUR** transfer, i.e. all bank charges (transmitters and receivers) are carried by the transmitter. It is important that you use the **IBAN** number and the **BIC/SWIFT** code. Without this information your transaction might be rejected by our bank and higher fees will occur. According to European law transfers within the **European Union** will be treated like domestic bank transfers. Ask your bank for correct information. Please take also into account that international bank transfers take approx. 2-3 days.

Payment by cash on delivery is only possible in individual cases and only after previous arrangement. Depending on country and order quantity additional costs of approx. 4 - 16 Euro will arise (noncommittal indication).

The goods will be shipped from our store to the shipping address provided by you if nothing else is agreed upon. World of Swing normally hands over the goods to the delivery company at the latest on the second day after receipt of payment. Statements of delivery times are noncommittal, except if by way of exception the date of delivery was bindingly promised. Your orders will be shipped with Deutsche Post AG/DHL by default.

If your payment is delayed, World of Swing is entitled to demand a reminder fee of 5,00 Euro and interests at a value of 5 percent points over the basis interest rate per annum announced by the European central bank. If World of Swing can prove a higher damage caused by delayed payment, World of Swing is entitled to enforce this damage. You are entitled to the right of set-off only if your counterclaims were legally established or were accepted by World of Swing. You can perform a right of reserve only if your counterclaim is based on the same contractual relationship.

If in special cases a sale on account was agreed upon, the invoice amount becomes due with the receipt of the invoice unless otherwise agreed. Sale on Account is only possible for consumers 18 years and older. For the purchase of coupons sale on account is not possible.

§ 9 Packing and shipping expenses

Your orders will be shipped with Deutsche Post AG/DHL by default.

For online orders the shipping costs (including packing) are displayed in the check out forms. The shipping costs are calculated by weight, destination, and shipping speed. If available you have the possibility to choose between Standard and Premium shipping. Displayed average running times are noncommittal times of Deutsche Post AG/DHL.

For other remote orders or orders at a sales point the agreed shipping and handling costs apply.

§ 10 Import duties

All import taxes and other import duties that might be due have to be paid by you.

§ 11 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.

§ 12 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.

§ 13 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, by fax 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

§ 14 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/WOS-PrivacyPolicy.html or www.worldofswingstore.net/WOS-PrivacyPolicy.html.

§ 15 Applicable law

The contract shall be governed exclusively by the laws of the Federal Republic of Germany. Application of the UN uniform law on the international sale of goods is excluded.

If the customer is a merchant, a legal person under public law or a separate fund under public law or if he doesn't have a general place of jurisdiction in the Federal Republic of Germany the exclusive venue of all claims arising from the contract shall be Munich. In case of linguistic ambiguities related to the translation of the homepage, the terms and conditions, and related documentation or other cases of doubt and interpretation problems the German text version is authoritative.

Final clauses

We reserve the right to change our terms and conditions at any time without giving reasons. Such changes do not apply to orders already transacted.

By placing an order you accept the current terms and orders.

If individual regulations of this contract should not be legally effective in whole or in part or lose their legal effect later all other provisions of this contract shall remain in full force and effect. In this case the parties commit to substitute the non-effective regulation with effective ones. Those substitutions shall, as far as legally possible, come close to the economically interests expressed by the non-effective regulations of this contract. The same applies to the case, that this contract holds an unforeseen loophole.

End Terms & Conditions