

General Terms and Conditions of Business

1. Scope

These Conditions of Use shall apply to any and all contracts of the Finsterwalder GmbH, irrespective of their subject-matter, if and when the contract partner has received a copy of these Conditions of Use for reference. Furthermore, they shall apply without express reference being made to them to any future business transactions once they have become the basis of a contract.

2. Contract

Any contract shall be confirmed by us in written form to become effective. Without such confirmation, a contract shall be deemed to be accepted upon delivery of the goods or upon rendering of the agreed service.

3. Prices, payment

The specified prices shall be ex works plus shipping costs and collection fees. We offer free shipping within Germany for orders from our webshop with a minimum order value of € 50,-. If the value of goods is less than € 50,- we charge € 7,50 shipping costs within Germany. Our price lists valid at the time of concluding a contract shall exclusively apply. Information regarding our shipping costs to other countries can be found here. Unless otherwise agreed, we shall deliver the goods against cash payment or prepayment. Otherwise, the purchase price shall become due and payable three days from the date of invoice. This shall also apply to partial deliveries. If and when the period for payment has expired, we shall charge interest on arrears of 2% above the interest usually charged by the banks for overdrafts on current accounts. Unauthorized cash discounts shall be collected plus a processing fee of € 10,-.

4. Minimum order values for shipping orders

For customers in Germany respectively in the EU:	€ 15,-
For wholesalers in Germany respectively in the EU:	€ 75,-
For export in non-EU countries:	€ 130,-

We charge an extra € 5,- for requested express orders.

5. Delivery

Acceptances of delivery periods shall apply ex works. If and when agreed delivery periods cannot be maintained due to acts of God, they shall be suspended until the impediment due to a delivery is remedied. It is also an act of God if a supplier of the Finsterwalder GmbH fails to deliver or only makes partial deliveries of the goods. In case of deliveries having a fixed deadline, the customer shall at least be obliged to bear the shipping costs out and home if we dispatch the goods in time but when they are returned due to a delay in transportation.

6. Withdrawal

If and when the period for any subsequent delivery has expired, the purchaser shall be entitled to withdraw from the contract. If he has received a partial delivery before and such partial delivery is of no use for him, the purchaser shall be entitled to return the same and the purchase price claim shall cease to exist. Any withdrawal from a contract shall be made in written form.

7. Retention of ownership

The Finsterwalder GmbH shall retain ownership of all goods until any and all obligations arising from a contractual relationship are fulfilled. In case of a resale of the goods, the purchaser is obliged to inform his contractual partner about this. In case of possible enforcement measures over the retained goods, the purchaser has to inform the Finsterwalder GmbH immediately and under transmittance of the bailiff's return.

8. Passage of risk

Upon delivery of the goods to the purchaser or the forwarding agent, the risk of deterioration or loss shall pass to the purchaser, irrespective of the fact who (purchaser or seller) has borne the shipping costs. We shall take out particular transport insurances only upon request of the recipient of the goods and for his own account.

9. Return privilege

If and when a customer has received one or more of our articles for the first time and is not satisfied with their quality, he shall be entitled to return the goods within 14 days after their receipt. Provided, however, that the goods returned are practically new and that the shipping costs are borne by the purchaser. **Not prepaid returns are not accepted!** However, it shall be impossible to return the following: Items made to specification such as tubes cut to size, profiles, material sold my the meter, or sails made upon customer's request, as well as literature, software, and videos. When hanggliders are returned, a processing fee of € 50,- shall become due and payable. If pursuant to the above conditions the return privilege may not be granted, the purchaser shall become liable for damages if he does not accept the goods although he was requested to do so. The Finsterwalder GmbH shall then decide if it wants to withdraw from the contract or if it wants to claim damages for non-performance. In the event of damages for non-performance when an acceptance is delayed, the seller shall be entitled to claim 30% of the invoiced value without any deductions, unless the seller can satisfactorily show a higher damage.

10. Warranty

The implied warranty period of six months from delivery shall apply. The Finsterwalder GmbH hereby represents and warrants that its goods are free of any defects. If and when the goods/performance are/is defective for reasons beyond the purchaser's or customer's control, he shall be obliged to request a subsequent delivery of goods free of any defects or to request a subsequent improvement within a reasonable period of time first pursuant to the conditions mentioned under 9. above before he can assert any further warranty claims. The goods shall be returned to the Finsterwalder GmbH to examine any warranty claims. In case a warranty claim is not justified, the customer shall be liable for all cost of transport. If no substitute delivery or no subsequent improvement is possible within a reasonable period of time, the purchaser shall be entitled to withdraw from the contract. Warranty claims for non-performance shall only be admitted if and when intent or gross negligence can be imputed to the Finsterwalder GmbH. Apart from that, any and all claims for consequential damage due to defects shall be excluded. If the purchaser is a businessman, he shall be obliged to inspect the goods for any possible defects upon their receipt and to forthwith give notice of any defects. Failing this, he shall lose his right to any warranty claims. Furthermore, warranty claims shall be excluded if the defects are due to the purchaser's improper handling of the goods. When buying a hangglider or a paraglider, the customer shall be obliged to observe the operating instructions and to have a control and instruction flight made either by the manufacturer or by an instructor who is familiar with the glider.

11. Other provisions

If one or more of these provisions become ineffective, this shall not affect the validity of the remaining provisions.

12. Place of performance

For both parties, the place of performance shall be Munich, Germany, if the purchaser/customer is a businessman.sary to establish the nature, characteristics and functioning of the goods.



When buying articles in our Finsterwalder & Charly Onlineshop, the usual right of revocation is valid (Right of return within 14 days).

Finsterwalder GmbH • Pagodenburgstr. 8 • D-81247 Munich
Phone: +49 89 8116528 or +49 89 8118592 • Fax: +49 89 8144107
e-mail: office@finsterwalder-charly.de • web: www.finsterwalder-charly.de