

General Terms and Conditions of Business

of Messrs. Finsterwalder GmbH

1. Scope

Our General Terms and Conditions of Business shall apply to any and all contracts of Messrs. Finsterwalder GmbH, irrespective of their subject-matter, if and when the contract partner has received a copy of the General Terms and Conditions of Business for reference.

Furthermore they shall apply without express reference being made to them to any future business transactions, once they have become a basis of a contract.

2. Contract

Any contract shall be confirmed by us in writing 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 cost of transport and collection fees. We offer free shipping within Germany for orders from our webshop with a value of goods over 50 Euro. For shipping to other countries you receive an order confirmation in which the best type of dispatch and the shipping charges are annotated.

Our price lists valid at the time of concluding a contract shall exclusively apply. Unless otherwise agreed, we shall deliver the goods against cash payment, prepayment according to the order confirmation or bank collection with a discount of 2% by a value of goods over 50,00 Euro. Otherwise the purchase price shall become due and payable upon the delivery of the goods, at the latest, however, thirty days after the goods have been delivered to the forwarding agent. 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 10,00 Euro.

4. Minimum value for mailing/dispatch Orders

For customers in Germany and/or EC countries:	15 Euro
For wholesalers in Germany and/or EC countries:	75 Euro
For export in none-EC countries:	130 Euro

We charge an extra 5,00 Euro for requested express orders.

5. Delivery

Acceptances of delivery periods shall apply ex works. If and when agreed delivery periods cannot be observed 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 Messrs. 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 costs of transport out and home if we dispatch the goods in time, but when they are returned due to a delay in transportation. Items not in stock shall be delivered as soon as possible. Any such subsequent delivery shall be freight collect but without charges for packing and packaging.

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 right to the payment of the purchase price shall cease to exist. Any withdrawal from a contract shall be made in writing.

7. Retention of Ownership

Messrs. Finsterwalder GmbH shall retain ownership of all goods until any and all obligations arising from a contractual relationship are fulfilled.

8. Passage of Risk

Upon delivery of the goods to the purchaser or to forwarding agent, the risk of

deterioration or loss shall pass to the purchaser, irrespective of the fact who (purchaser or seller) has borne the cost of transport.

We shall take out particular transport insurances only upon request of the recipient of the goods and for his 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, and the purchase price shall then be reimbursed to him; provided, however, that the goods returned are practically new, and that the freight charges are borne by the customer. 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 by 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 Euro 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. Messrs. 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 whatsoever, if the purchaser fails to furnish evidence that no damage has occurred at all or not for the amount of the afore-mentioned lump sum. Irrespective of the foregoing the seller shall remain entitled to assert any higher damage for which evidence may be given.

10. Warranty

The statutory warranty period of 6 months from delivery shall apply. Messrs. Finsterwalder GmbH hereby represents and warrants that its goods are free of any defects. If and when the goods/performance are defective for reasons beyond 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 Messrs. Finsterwalder GmbH to examine any warranty claims. In the event that 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 Messrs. 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.

