

General Business Terms and Conditions

For business purposes we are running an internet shop under the domain www.wiehler-gobelin.com and by this we are offering you assortment sets for making embroidery. The following terms and conditions are exclusively effective at the moment of your order.

§ 1 Product selection

1. As customer you have the possibility to choose and order products from our above mentioned website. Clients in the sense of our terms and conditions may be individual consumers as well as professional traders.
2. For each product you will get a special product description on the respective internet page.
3. Your required products can be gathered in a virtual basket of goods and you will obtain a summary of products covering your complete purchase with the total final price including the respective value added tax to be paid at the moment of your order as well as the indication of all corresponding forwarding expenses.
4. Before we consign your order you may check the contents of this order, reviewing the price and quantity and correct them accordingly, if necessary.

§ 2 Instruction of revocation

We wish to draw customer's attention to the following **instruction of revocation**:

Consumers can withdraw their contract agreement within 2 weeks after receipt of the goods without mentioning any reason, in written form (i.e. by letter, fax, e-mail) or withdraw by sending back the articles. To keep the prescribed period of revocation the return of the goods or the written revocation in time will be sufficient. Please address the revocation to:

Wiehler Gobelin e.K., Jutta Böttcher, Stader Straße 32, 21614 Buxtehude/Germany

Fax: 0049-(0)4161-85439

E-Mail: Info@wiehler-gobelin.com

Products or software manufactured as per client's specification, also CD's and DVD's, which have been unsealed can not be returned as per legal prescription. The same applies for the delivery of newspapers or magazines.

Consequences on revocation

In case of an effective revocation mutually received services and benefits are to be given back. If you are not in a position to hand them back completely or partly or only in deteriorate condition we can claim a recompensation on the value. This will not apply if the deterioration of the product can be traced back to its examination, as it would have been possible for example in a shop. You can avoid the obligation of value refund if you do not use the article as the owner and take care that the value of the product will not be affected. Articles that can be returned by parcel are to be sent back. You have to bear the postal fees if the delivered product corresponds with the one you ordered and if the price of the product that is sent back does not exceed the amount of € 40,00. The same conditions apply if you have not yet made a contractual agreed part payment or full payment for a higher price of the object at the moment of withdrawal. Otherwise the return will be free of charge.

End of instruction of revocation

§ 3 Prices / Retention of title

1. The list prices are effective at the moment of the order as indicated on our internet pages (subject to alterations and errors).
2. The prices include the value added tax effective at the moment of order without charges for packing and delivery. In the special individual case for deliveries abroad additional taxes and/or charges (i.e. duties) have to be paid by the customer.

The delivery will occur based upon the indicated costs for supply and dispatch in our online shop system. For deliveries abroad – if not particularly stated – the price for packing and dispatch will be charged by weight. In case you require a special kind of transportation and this will be at higher cost, you have to take these extra charges

3. You can choose within the different payment terms mentioned in our online shop. Generally, we offer payment in advance, cash on delivery or payment by credit card. Unless there are no variant agreements worked out, the goods are to be paid including delivery costs (total end price) within 10 days after request for payment.
4. We have the retention of title until complete payment has been made.

§ 4 Conclusion of contract

1. Our website offers are subject to alteration. Thus, we are not committed on fulfilment in case of non-availability.
2. A contract conclusion and by that a contractual binding about the different services will be effective when your order in written form was confirmed or the goods have been supplied.
3. Deviations at delivered products from our product illustrations and descriptions are possible (i.e. deviations on colour and structure).

§ 5 Delivery / Transportation damages

1. If not otherwise agreed upon the delivery will be made to the indicated address. Indications about time of delivery are without obligation. In case of delays in delivery you will be informed accordingly.
2. In case of non-availability we reserve the right for contract withdrawal. We are obliged to inform you immediately and refund any costs that you eventually already paid for in advance.
3. The goods delivered to you by the forwarders have to be checked immediately upon receipt concerning completeness and intactness. If obvious transportation damage will be observed this has to be reported immediately to the forwarder.

Regarding a partly damage or loss of the merchandise which was not visible in it's wrapped condition the customer has to notify us of the damage within 5 days or to inform the forwarder within 7 days.

§ 6 Transfer of risk

If the goods are being dispatched to the customer's address as requested by him the customer has to take the risk of casual loss or casual deterioration latest when the goods have left our warehouse. This applies regardless whether the dispatch of the merchandise has been made from the place of performance or who is taking the delivery or postal fees.

This, however, will not apply for contracts with individual consumers. Individual consumers will take the risk of casual loss or deterioration of the sold merchandise, also at the purchase and the receipt of the goods.

Wiehler Gobelin

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D-21614 Buxtehude (near Hamburg)

Germany

Tel. +49 (0) 41 61/820 88

Fax +49 (0) 41 61/854 39

info@wiehler-gobelin.com

§ 7 Warranty

Any defects have to be notified immediately and the goods have to be returned to us. If the merchandise shows any defects your warranty rights will be determined according to legal regulations as per §§ 433 ff. BGB. The warranty in business dealings is limited for one year.

Defects based on normal wear/use, excessive strain, improper treatment or repair are excluded from the warranty.

§ 8 Liability

1. At slightly negligent responsibility failures our liability will be limited to the average damage that is predictable, typical contractual, immediate. The same applies for slightly negligent responsibility failures of our legal agent or agents of vicarious liability.
2. The above liability restrictions (limitations) will not affect the customer's claims on the product liability.
3. As far as we give access to other websites by means of links, we herewith point out that we are not responsible for their contents. Other people's property will not be appropriated by us.

§ 9 Data protection

For the handling of goods and services as per order your data will be stored accordingly. We assure you the absolute confidential handling of the same, especially not to transfer data to other persons not involved in the carrying out of the order. We will observe all legal data protection requirements particularly the guidelines regarding the German "Teledienstschutzgesetz".

§ 10 Miscellaneous

1. This contract and all legal relations of the parties are subject to the legal right of the Federal Republic of Germany under the exclusion of the UN purchase right (CISG).
2. Place of performance and exclusive place of jurisdiction for all eventual disputes out of this contract is our company's address if not otherwise stated in our order confirmation or because of resulting compelling legal regulations.
3. If any regulations of this contract should be invalid or become invalid or contain any omissions, all other regulations of this contract will remain unchanged. In cooperation with the customer we will replace the invalid regulation by the effective one which is closest to the economical objectives of the contract parties.

08.10.2007

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