

Customer Information

as of November 30th, 2017 (v1.13)

Dear customer,

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.de/WOS-TC.htm.

These customer information are also available as a PDF-file at www.worldofswing.de/WOS-CustomerInformation.pdf. This way the information is accessible to you off-line at any time.

Information about the seller

World of Swing Koch & Kaufer GbR
Partners: Marcus Koch and Barbara Kaufer
Georgenstr. 49, 80799 Munich, Germany

Value-added tax identification number: DE 213 514 547

+49 (89) 543 44 150, info@worldofswing.com, www.worldofswing.de

Revocation instruction

Cancellation Instructions

Statutory Cancellation Right

We want that you are satisfied with our service and delivery.

Unless one of the exceptions listed below applies, you can cancel your distance orders without giving any reason within 14 days. The cancellation period starts

- a) in the case of services or digital content not supplied in a tangible medium (e.g. CD or DVD) from the day of the conclusion of the contract,
- b) in case of a purchase contract from the day on which you or a third party indicated by you (other than the carrier) receives the goods purchased. Determinative for partial deliveries is the date you receive the last delivery and for repeat orders of identical goods the date you receive the first delivery.

The German Distance Selling Act will not be applicable to the sale of tickets, and booking of classes, workshops or camps (see § 312g Abs. 2 Nr. 9 BGB). That includes that the regular two week revocation period is excluded. Each order of tickets and the registration to classes, workshops and camps is binding and oblige acceptance and payment. In case one of our offers differently allows cancellation the stated cancellation terms and cancellation fees apply.

A right of revocation does not exist for audio or video recordings (e.g. CDs, DVDs) or software, that were unsealed by you and for goods which are not suitable for return due to health protection or hygienic reasons if unsealed by you after delivery. Products made to specifications are excluded from the right of revocation as well.

Further the right of revocation does not apply to commercial orderers (customers who at the time of the conclusion of the contract act in a commercial or independent professional capacity.)

To exercise your cancellation right you must inform us of your decision to cancel your order by contacting us (e.g. letter, fax, email). You can use the model cancellation form, which however is not mandatory (www.worldofswing.de/WOS-CancellationForm.pdf). To meet the cancellation deadline, it is sufficient for you to send your communication before the 14 days cancellation period has expired.

The revocation needs to be addressed to:

World of Swing GbR
Marcus Koch u. Barbara Kaufer
Georgenstr. 49
80799 Munich
Germany

Orders@worldofswing.com

Fax: +49 (89) 543 44 151

Effects of Cancellation

We will reimburse all payments received from you for the goods and services purchased and will in case of delivered goods also reimburse delivery charges for the least expensive type of delivery offered by us, no later than 14 days from the day on which we received the above communication. We will use the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

Note that you must send back the goods to us immediacy and in no case later than 14 days from the day on which you communicated your cancellation. The deadline is met if the goods are dispatched before the 14-day period has

expired. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. You will have to bear the direct cost of returning these goods.

You may be liable if the value of the goods returned diminishes due to the handling of the goods (except when it was necessary to establish the nature, characteristics and functioning of the goods).

If you have demanded that services shall already begin during the cancellation period you need to pay an adequate amount that corresponds to the share of the service that has been rendered until you exercised your cancellation right in comparison to the total volume of the contract.

End of Cancellation Instructions

Payment, fulfillment, delay

If you pay **per advanced payment the invoice must be paid within 10 calendar days** after we have accepted and confirmed your order. The cut-off date is the date you received the payment request. Exceptions to those rules must be agreed on in advance. Our bank information will be send per email to you. You can also find it at the end of this section.

If in special cases a purchase on account was agreed upon, the invoice amount becomes due with the receipt of the invoice unless otherwise agreed.

World of Swing does not charge **payment fees** for the accepted common payment methods, e.g. bank transfer, SEPA Direct Debit, or Credit Cards (Master und VISA).

In case your account is **not sufficiently funded** and a negative booking occurs, World of Swing is entitled to charge you the accrued fees for the negative booking operation.

If your payment is delayed, World of Swing is entitled beginning with the 5th day of your delay to demand a **reminder fee of 10,00 Euro and interests at a value of 5 percent points** over the basis interest rate per annum announced by the European central bank. **Terminated discounts can only be granted if the payment is received in time.** If World of Swing can prove a higher damage caused by delayed payment, World of Swing is entitled to enforce this damage. World of Swing also reserves the right to cancel your order.

World of Swing bank account information

World of Swing GbR

IBAN: DE77 7001 0080 0957 0298 09

BIC/SWIFT-Code: PBNKDEFF

Name of Bank: Postbank München

Bayerstr. 49

80335 München

Germany

New: Money transfers inside Germany only need the IBAN number if you use a SEPA transfer. International transfers need the IBAN and the BIC/SWIFT-Code.

Very important information for international bank transfers:

With international bank transfers from outside the EU 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 or higher fees will occur. Please take also into account that international bank transfers take approx. 2-3 days.

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 phone (+49-89-543 44 150) by fax (+49-89-543 44 151) 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.worldofswing.de/WOS-PrivacyPolicy.htm.

End of Customer Information