

Terms & Conditions

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

§ 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 also download a PDF version in English (www.worldofswing.de/WOS-TC.pdf) or German (www.worldofswing.de/WOS-AGB.pdf) to always have offline access. To read or print the PDF version you need a PDF Reader, e.g. the free [Adobe Acrobat Reader](#).

§ 3 Operator

World of Swing Koch und Kaufer GbR
Georgenstr. 49
80799 München
Germany

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

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 or service 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. That email represents an acceptance of your offer and therefore a binding contract.

For Internet orders the following is applicable as well:

You can choose from our offer as you like and change or empty the content of your shopping cart. If you click on the button "Buy" (or "Binding Order" or words to that effect) you make a binding offer to the conclusion of a contract 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've sent your order. A purchase contract is reached after we accept your order. If you leave the order page before clicking on the button "Buy" (or "Binding Order" or words to that effect) 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 wrong data from the start, in particular a wrong email 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.
Immediately after the conclusion of the contract World of Swing sends you 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.
4. 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 email account.

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

§ 6 Cancellation Policy

You can also find the details on how to reserve and handle your cancellation right in our customer information (www.worldofswing.de/WOS-CustomerInformation.pdf), which you receive together with your order.

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 obliges 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

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

§ 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, fulfillment, delay

The standard payments type for internet or distance orders is advanced payment per money transfer to our bank account. For contracts entered at sales point the standard payment type is cash. If offered payments can also be made by credit card, EC card, PayPal, and other payment providers. We don't accept checks. 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 invoice must be paid within 10 calendar days after we have accepted and confirmed your order. The cut-off date is the date your received the payment request. Exceptions to those rules must be agreed on in advance. If you pay per advanced payment our bank information will be displayed on our website and 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. 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. Terminated discounts can only be granted if the payment is received in time.

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.

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.

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 on the second day after receipt of payment at the latest. 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 or Hermes Versand by default.

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. 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.

§ 9 Packing and shipping expenses

Your orders will be shipped with Deutsche Post AG/DHL or Hermes Versand 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 the shipping companies.

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.worldofswing.de/WOS-PrivacyPolicy.htm.

§ 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.

For consumers provisions for consumer protections of the state of residence may apply.

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 conditions.

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