

General Terms and Conditions

1. General

The following terms of delivery and sale shall apply exclusively to our services. Any deviations from these terms and conditions shall be made in writing. Conflicting general terms and conditions of the buyer shall apply only insofar as these are explicitly recognized by us. We reserve the right to use subcontractors.

2. Offers

Our offers are non-binding. All information and descriptions are subject to change. Customary divergence with regard to color shall not be deemed to be defects and do not thereby create warranty claims. All specified dimensions are approximate. We would like to note that porcelain is made of natural raw materials and that slight shading variations in white porcelain, as well as in its decoration, may arise. This shall not initiate a warranty claim.

3. Prices and Payments

All prices are end-user prices and include the respective statutory Value Added Tax (VAT). In addition, for deliveries to EU-countries, proof of export documentation is required. Furthermore, an obligation to pay sales tax applies, but remains at the discretion of the buyer. Deliveries to businesses within EU-countries are tax free, but a tax ID number is required. Deliveries to all other countries are generally tax exempt. Unless nothing to the contrary has been explicitly agreed upon, payment is due immediately after placing the order, but, in any case, before delivery. After prepayment, the order shall be processed as expeditiously as possible and delivered.

4. Conclusion of Contract

4.a. Product lines „Ambience in White“

By clicking the button [confirm order] a binding order is placed for the listed goods on the order page. After submitting your order, you will immediately receive a confirmation of the order by E-mail. The sales contract is thereby finalized.

4.b. Product lines „Figurines“

By clicking the button [send] a non-binding request for the chosen article in the list [your item] is placed. Your request will be answered as quickly as possible. You may then decide whether you would like to actually order the chosen article.

5. Delivery Terms

The acceptance of all orders is subject to availability. Indicated delivery times shall be contingent upon the resolution of any technical details, and are subject to the timely arrival of all needed supplies. We shall not be liable for operational stoppages, strikes, lock outs, due to any cause whatsoever, as well as for cases involving acts of God. Similarly we shall not be liable for delay in delivery from our suppliers. In such cases, we will not be bound to any related deadlines.

6. Shipping and Delivery Cost

6.a. Product line „Ambience in White“

Shipping costs can be found in the article description. Merchandise will be delivered to the address that appears on the order. Please examine the shipment immediately upon receipt. Apparent and externally visible transport damage is to be reported to the transporter upon receipt. But, in any case, acceptance of the shipment only occurs upon actual examination of the contents. In addition, shipments are made uninsured and at the risk of the recipient.

6.b. Figurine products

Pursuant to your product request, we will inform you by E-mail about shipping costs, delivery times, as well

as payment options. If you decide to purchase an article, just answer our E-mail and the purchase shall be binding. Merchandise will be delivered to the address that appears on the order. Please examine the shipment immediately upon receipt. Apparent and externally visible transport damage is to be reported to the transporter upon receipt. But, in any case, acceptance of the shipment only occurs upon actual examination of the contents. In addition, shipments are made uninsured and at the risk of the recipient.

7. Reservation of Title

We, the seller, retain ownership of our product shipments until such time as payment is received. Nevertheless, should retention of title have expired due to any circumstances, seller and buyer shall agree, preliminarily, that ownership of the goods shall transfer to the seller, along with any modification, and that the seller shall accept such conveyance. The buyer shall remain custodian of the goods, which shall be free of charge. The buyer hereby legally assigns to the seller any and all receivables that may accrue from a resale of the conditional commodity, also where the goods have been modified. If the modified product contains, besides the conditional commodity of the seller, only items that either belonged to the buyer or were delivered only under the so-called simple reservation of ownership, the buyer agrees to transfer the complete purchase price to the seller. Otherwise, e.g., in the event of advance assignment of receivables to multiple suppliers, the seller is entitled to a fraction of the claim, proportional to the invoice value of the seller's goods, subject to retention of title to the invoice value of the other modified goods. The right for resale or modification of the goods, and the collection of accounts receivable, shall cease in the event of stoppage of payments, the application for or opening of bankruptcy proceedings, court or out-of-court insolvency proceedings, a check or bill protest, or a successful attachment or seizure. Assigned outstanding amounts thereafter received shall be immediately accumulated in a special account. Any return of goods shall only take place as a precaution; this shall not be considered a withdrawal from the contract, even if partial payments are made retroactively.

8. Warranty Claims

We provide a warranty for defect-free quality. The warranty period shall be subject to any related statutory provisions. Any warranty claims must be made immediately and in writing, per E-mail, fax or mail, with accompanying documentation and images. The warranty is restricted to our choice of repair or replacement. Claims for converts, discounts and replacements for damage of any kind, including positive breach of contract, are excluded. Any warranty on our part expires if the delivered goods were modified by a third-party without our consent. We are not liable for damages and deficiencies that occur due to overloading (overstressing). Proper maintenance of the goods supplied is a precondition for any warranty claim. Complaints for defects that are attributable to fault on our part are immediately processed and are free of charges for the buyer.

Right of Revocation

1. If the client is an end-consumer he/she can revoke a declaration of intent to conclude a contract within one month, without specifying the reasons in written form (e.g., through letter, telefax, or E-mail), or by returning the goods; in this regard, the sending of a request for a return shall suffice for goods not suitable for shipment as a parcel.
2. The period shall commence one day after the buyer has received a separate instruction on revocation in written form (e.g., by letter, telefax, or E-mail). It is required that the buyer has actually received the purchased goods.
3. Compliance with the period of revocation only requires the timely dispatch of the revocation notice or return of the goods. The revocation or the return of the goods is to be directed to:

PM Kapital GmbH & Co. KG
Auwaldstrasse 8
D-96231 Bad Staffelstein
Fax: +49 (0) 95736 336 100
verkauf@kaiser-porzellan.com

4. On the other hand, the right of revocation shall not apply in exceptional cases regulated by law, in particular:

- to contracts involving the supplying of goods produced according to a buyer's specifications,
or
- to goods that are clearly tailored to the personal needs of a buyer,
or
- to goods which, by reason of their nature, cannot be returned.

Consequences of Revocation

In the event of a valid revocation, any benefits already received must be returned, and, if applicable, any emoluments (e.g., interest) surrendered.

Goods which can be sent by parcel are to be returned. Goods not capable of return by parcel shall be picked-up at the buyer's location. The buyer shall bear the cost of returning the goods if the delivered goods match the goods ordered, and if the price of the goods to be returned does not exceed 40 Euros. Otherwise the return is free of charge for the buyer.