

General Terms and Conditions of Trade

Stradivarishop
Geigenbaumeister Haat-Hedlef Uilderks
Große Petersgrube 12
D-23552 Lübeck
info@stradivarishop.eu

1. Your revocation right

You can revoke your order without giving reasons by letter, fax or e-mail or by return of the product within two weeks upon the receipt of the product. The period starts by receiving of this instruction but not before receiving the goods by the buyer (recurring delivering of the same goods not until the delivery of the first part-delivery) and not before compliance of our duty to supply information according to article 246 § 2 in conjunction with § 1 paragraph 1 and 2 EGBGB as well as our duty corresponding to article 246 § 3 EGBGB. To keep the revocation period it's enough to send the revocation or to return the product in time.

The revocation has to be addressed to the luthier master

**Haat-Hedlef Uilderks,
Große Petersgrube 12,
D-23552 Lübeck,
fax +49 (4 51) 7 02 05 08,
e-mail: info@stradivarishop.eu**

Consequences of the revocation

In case of an effective revocation the performances, benefits (and drawn uses, e.g. interest) received on both sides have to be returned. If you cannot give us back the received benefits as well as the usage (e.g. advantage of using) or only parts of it or in worse condition you have to give us compensation for lost value.

You will only have to give and pay the compensation for lost value if the use or the change for the worse is due to the usage and the handling of the subject which exceeds the testing and approval of the attributes and the function of the offered product. Testing of attributes means testing and approval like in a shop which means according to what is possible and accepted in a retail shop.

Revocation of products which can be sending via post

If you return the received products completely or partly in a deteriorated condition, you have to pay regular postal fees and an adequate compensation as well if applicable interest etc.. This does not apply to the surrender of goods if the deterioration of the product can exclusively be explained by examination, as it would have been possible for you in the retail shop. Of course you can avoid the duty of compensation if you don't handle the product like your property and if you avoid everything affecting its value. Items capable for the parcel shipment have to be returned.

Revocation of products which cannot be sending via post

Items not capable for the parcel shipment are collected from you. You have to bear the regular costs of the return, if the delivered product corresponds to your order and if the price of the returned item doesn't exceed an amount of EUR 40.00 or if you – at a higher price – haven't reciprocated or paid the partial payment contractually agreed on at the time of revocation. Otherwise the return is cost-free for you. Obligations concerning the refund of payments need to be fulfilled by you within 30 days after sending of your revocation. The period starts by sending your revocation right or the goods for you and by receiving the goods for ourselves. The following items are excluded from the right of return and exchange: strings, cd's, rosin, polish, moistener, as far as they were unsealed and used by the customer.

General advices:

- a. Please avoid damages and pollution/contamination of the goods. Please send back the goods in its original package with all accessories and all packaging components back to us. Please use a protective secondary packaging. If you do not have the original packaging any more please make sure to get an adequate packaging for necessary protection of damages in transit.**
- b. Please do not send back the goods not-prepaid to us. If you wish we will repay the postal charges in advance if it is not your duty to pay them.**
- c. Please consider that the mentioned letter a-b are not assumption for the affective practice of the revocation right..**

2. Effectiveness of the contract

The contract becomes effective only with the dispatch of the ordered product to you by us.

With your order you place a binding offer to conclude a contract with you. You place an order by entering all details during the process of ordering and finally by sending the order form to us using the button "order" in step "place an order". We accept your offer (your order) regarding a contract conclusion by sending the product to you. If you order in our onlineshop, the contract becomes effective with:

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Luthier master Haat-Hedlef Uilderks
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3. Saving of the contract text

We save your order as well as the order information entered by you. If you should wish a printout of your order, you have the possibility of printing an order confirmation. After passing through the order process with the final step and after activating the button "Confirm order" you receive the note "Your order has been completed successfully" on your screen! You have the possibility of printing your order with all entered data here. In addition, you receive your order confirmation with all entered data via e-mail.

4. Customer service

Please contact our service for questions concerning your order or for

complaints: via e-mail:

info@stradivarishop.eu

via telephone: +49 (4 51) 7 47 70

via fax: +49 (4 51) 7 02 05

5. Title retention

The delivered product remains in the property of the Stradivarishop H.-H.Uilderks until it's fully paid.

6. Terms of payment and delivery, delay in payment

While ordering you can choose between the following terms of payment:

- via bar cash on delivery, whereby a COD charge in the amount of EUR 4.76 arises in addition to the due costs of delivery, which are claimed by the engaged supplier at delivery. The delivery is performed by the post or another forwarding agency.
- via bank transfer upon receipt of the invoice or the product (only for registered customers).
- via direct debit. Here you have to enter your name as customer and account holder, your account code and your bank code of the credit institution with which you have an account during the order process. The due invoice amount is debited directly to your account then (only for registered customers and not for the first order).
- via prepayment. The dispatch is possible only after in-payment. The dispatch of an invoice is not possible for the first order.
- via creditcards over Moneybookers
- via Paypal

The prices expelled on this webpages are including the legal value added tax imposed in Germany (at present

19%). Only our invoice prices at the time of contract conclusion are decisive.

In the case of delay in payment we reserve the raising of dunning costs.

7. Costs of delivery and transportation

Germany:

below 50 Euro: 2,55 Euro

exceeds 50Euro: free

Only for rental instruments: violins and violas 5.90 Euro

Only for rental instruments: Cello from 8,90 to 45 Euro

EU for strings and accessories 3,90 Euro

EU for cases, bows and instruments 16 Euro to 45 Euro

Switzerland for strings and accessories 5,75 Euro

Switzerland for cases, bows and instruments 30-45 Euro

Please ask for the dispatch costs for deliveries outside the EU and to islands within the EU.

Please note that if you import goods into Switzerland additional customs duty and sales tax. These costs are not included in the shipping costs included. The collection of duties, we can not provide information. Prices for import into Switzerland are without Tax !

The prices expelled on the webpages of the Stradivarishop are including the legal value added tax imposed in (at present 19%). Only our invoice prices at the time of contract conclusion are decisive

8. Guarantee

The legal guarantee rights are valid.

9.Final provisions : German law is valid. Contract language is German