

General terms and conditions of business

(The following general terms and conditions of business also contain statutory information on your rights according to the provisions regarding contracts involving distance selling and electronic business transactions.)

1. Scope

These terms and conditions of business apply to all deliveries by Otto Zern, owner: *Thomas Zern* to consumers (§ 13 of the German Civil Code).

2. Contractual partners

The purchase contract is realised between Otto Zern, owner: *Thomas Zern*, Bachingerweg 21, 83471 Berchtesgaden. Our customer service is available for your questions, complaints and objections from 09:00 to 17:00 on workdays under telephone number +49 8652 2857 as well as via e-mail at [info \[at\] zern-art.com](mailto:info@zern-art.com).

3. Offer and contract conclusion

3.1 The presentation of the products in the online shop constitutes an invitation to order rather than any legally binding offer. Errors excepted.

3.2 Clicking on the *Confirm order* button places a binding order for the goods listed on the ordering page. The purchase contract will be realised if we accept your order immediately after receiving it via an e-mailed confirmation of order.

4. Right of withdrawal

4.1 Consumers (§ 13 of the German Civil Code) have a statutory right of withdrawal.

Instruction on withdrawal

Right of withdrawal

You may withdraw your declaration of contract within two weeks, without reason, in text form (e.g. letter, fax, e-mail) or by returning the item. The notice period begins at the earliest on receipt of this instruction. The prompt dispatch of the withdrawal or the item suffices to safeguard the right of withdrawal.

The withdrawal should be directed to:

Otto Zern

Owner: Thomas Zern

Bachingerweg 21

83471 Berchtesgaden

Telephone: +49 8652 2857

Fax: +49 8652 62374

E-mail: [info \[at\] zern-art.com](mailto:info@zern-art.com)

Consequences of withdrawal

In the event of an effective withdrawal, the mutually received services should be returned and any benefits drawn (e.g. interest) paid out. Should you not be able to return to us the service received, either in whole or in part, or only in deteriorated condition, you may be obligated to reimburse us for the value in this respect. In the event of provided items, this does not apply if the deterioration of the item is exclusively attributable to the inspection thereof, as would be possible were you to be in the retail trade. Moreover, you may avoid the obligation to reimburse the value by not using the item as your own property and by refraining from doing anything that might be detrimental to the value thereof. Items that can be sent by parcel post should be

returned. Items that cannot be sent by parcel post will be collected from you. You are obligated to bear the costs of the return, should the delivered item correspond to the ordered item and the price of the item to be returned not exceed an amount of 40 euros or, in the event of a higher price, should you not yet have rendered the counter-performance or a contractually agreed partial payment on the date of withdrawal. Otherwise, the return is free of charge for you. You are obligated to fulfil payment reimbursement obligations within 30 days of dispatching your declaration of withdrawal.

End of instruction on withdrawal

4.2 The right to withdrawal does not exist in the case of the delivery of goods produced according to customer specifications (*e.g. t-shirts bearing your photo and your name*) or obviously tailored to meet your personal requirements or, in the event of the delivery of audio or video recordings or of software, should you have broken the seal of the delivered data carrier (*e.g. software CDs, the cellophane sleeve of which has been opened*).

4.3 Please avoid damage and impurities. If possible, please return the commodity to us in its original packaging including all accessories and all packaging components. If necessary, please use protective repackaging. Should you no longer have the original packaging, please ensure sufficient protection against transport damage via suitable packaging.

4.4 Please return the commodity as an insured package and retain the certificate of delivery. On request we would also be happy to reimburse the postage costs in advance, unless they are to be borne by you yourself.

4.5 Please call us prior to dispatching your return under *telephone number +49 8652 2857*, in order to notify us of the return. By doing this, you allow us to assign the products as quickly as possible.

4.6 Please note that the modalities cited in paragraphs 4.3 to 4.5 are not prerequisites for the effective exercise of the right of withdrawal.

5. Prices and costs of dispatch

5.1 The prices cited on the product pages include statutory VAT and other price components.

5.2 You will again be clearly informed of the forwarding costs *on the product pages, in the shopping basket system and on the ordering page*.

6. Delivery

6.1 Delivery ensues *via DHL*.

6.2 The delivery period is usually *7 working days*. We refer you to the respective product page for any deviating delivery periods.

7. Payment

7.1 Payment may be either *via advance payment or cash on delivery*.

7.2 Should you select the prepayment method of payment, we will include our bank details in the confirmation of order and deliver the goods on receipt of payment.

7.3 You are only entitled to offset should your counterclaims be legally and judicially established or uncontested, or have been acknowledged by us in writing.

7.4 You may only exercise a right of lien, should the claims result from the same contractual relationship.

8. Reservation of ownership

The commodity will remain in our possession until receipt of full payment.

9. Warranty

Warranty ensues according to the statutory provisions. For all defects occurring during the statutory warranty period of two years as of delivery, you have the statutory right to subsequent fulfilment (at your discretion: elimination of defect or new delivery) and – should the legal prerequisites exist – the statutory right to impairment or withdrawal as well as to additional damages.