

STANDARD TERMS AND CONDITIONS, DELIVERY- AND PAYMENT POLICIES

of Fly & more Handels GmbH und ICARO Paragliders

§ 1 COVERAGE

For business relations between Fly & more Handels GmbH and the purchaser the following standard terms and conditions are to be applied exclusively.

Dissenting terms of the purchaser cannot be honoured by Fly & more Handels GmbH, except Fly & more Handels GmbH had agreed to it in written form.

§ 2 CONCLUSION OF CONTRACT

Offers of any nature are subject to change and without obligation, as long they are not explicitly designated as a fix offer of the Fly & more Handels GmbH. They apply as long as stock last.

In the case of non availability we reserve the right to deliver goods of equal value. You will be informed of this straight away. All orders are only regarded as valid when confirmed in writing or through delivery with an issued invoice.

§ 3 SHIPPING AND DELIVERY

Fly & more Handels GmbH always strive to keep the assigned delivery time. However delivery times are non-binding.

The shipment takes place, as long as not agreed differently, immediately after receipt of the payment through the customer. The delivery generally takes 3-4 working days. Should there be a delay you will be informed via email. A new delivery date will be given at the time.

The kind of shipping and the shipping company are being appointed by Fly & more Handels GmbH.

Delivery within:

The shipping and handling for articles, which are sold in our web-shop

Germany and Austria:

Cost 8,00 EURO. (Exempted are packages with a length over 1,50 m).

Delivery abroad:

The shipping and handling charges are being calculated according to the destination. The customer receives a notice of payment after the order in a separate Proforma-Invoice which is sent straight away.

After receipt of the payment into the bank account of Fly & more Handels GmbH the delivery will take place. The customer is responsible for all customs formalities.



§ 4 AGREEMENT OVER APPEARANCE AND WORKMANSHIP

The appearance and workmanship of the products underlie the contract and results from the current manuals. Variations require a written agreement.

§ 5 PRICES, MATURITY AND PAYMENT

The on the day valid prices are being calculated at the day of the order unless another wise stated. Prices stated are the final prices in EURO and include the VAT.

The invoices of Fly & more Handels GmbH are to paid without deduction in advance unless other wise agreed. A payment is only valid once the demanded amount is credited to the account of Fly & more Handels GmbH.

Please note, that you have to accept any costs of the bank in order for the full amount being credited to our account. (payments from abroad)

We deliver worldwide (exempted are countries with wholesale dealer distribution). Freight costs and the best mode of dispatch are noted on the confirmation.

In case of no other written agreement our prices are considered EX WORKS Flintsbach.

§ 6 GUARANTEE AND LIABILITY

The customer is responsible for the reviewing- and verification duty. Fly & more Handels GmbH take no responsibility for damage through unchecked and/or passed on goods. Fly & more Handels GmbH take no responsibility for misuse of the delivered goods and damage.

- The limitation period for warranty claims is 2 years.
- The delivered products are pre-assembled for correct transportation.
- Fly & more Handels GmbH does not accept any liability for the final assembly.

Fly & more Handels GmbH limit the warranty in legally permitted cases and do not accept liability for damages which have occurred in the meantime and does not accept liability for lost gain or other financial losses of the purchaser.

§ 7 RETURN POLICY AND MONEY-BACK GUARANTEE

Within 14 days after receipt of the order the sales agreement can be cancelled. For that purpose the goods must be sent to the address below together with a note explaining why the goods are returned. The package must be post-paid. The return policy right is valid by sending the goods in the given time. On condition that the goods are as good as new and the freight costs (to and from the purchaser) are paid by the purchaser.

Not prepaid returns are not going to be accepted and will not be taken on!

Exempted from the return policy are goods that have been made especially for you.



§ 8 RETURN CONSEQUENCES

The sales agreement will be resolved once the goods have been returned. We are going to return any prepaid payments within 30 days via bank transfer. The consumer is responsible for the costs of the decrease in value, if it differs to the normal shop goods. Incidentally you can avoid the value refund by not using the goods before returning it.

§ 9 AFFECTIVITY OF THE ARTICLES OF AGREEMENT

Through invalidity of one or more terms of this agreement the validity of the left terms is not affected.

§ 10 APPLICABLE LAW

The German law applies without exceptions for all business relations.

§ 11 OTHER AGREEMENTS

Through invalidity of one or more terms of this agreement the validity of the left terms is not affected.

§ 12 PLACE OF JURISDICTION

The place of jurisdiction for both parties is Rosenheim, as long the purchaser is a tradesman.



ICARO Paragliders

a brand of Fly & More GmbH

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