

Business Address for BAGBEAT

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Westliche Friedrichstr. 40
D-75210 Kelttern

Information on Withdrawal Rights

All bags for instruments produced by BAGBEAT are unique and made entirely to the customer's specification. **Therefore there are no rights of withdrawal (§ 312d, Par. 4 No 1 BGB)**

Terms and Conditions for BAGBEAT

§ 1 Area of Application

The following terms and conditions apply to the business relationship between BAGBEAT and the contractual partner, in force at the time of ordering.

§ 2 Purpose of the Contract

The object of agreement is the manufacture and delivery of an instrument bag according to the customer's personal specifications.

§ 3 Contractual Partner, Conclusion of Contract

- (1) The presentation of BAGBEAT products and customer services, which are not specifically made for certain customers, but rather present a general overview of the product range for all potential customers, is not an offer for the conclusion of contract, but rather an invitation for customers to request products or services.
- (2) BAGBEAT can accept this request within 3 working days by issuing a confirmation of order. The type of document used for the confirmation of order is at the complete discretion of BAGBEAT. The confirmation can be issued in written form i.e. per Fax or per email. The terms and conditions are available at all times on the website and will be sent to the customer in a printed version. The wording of the contract will not be saved on the database.
- (3) The customer's order, irrelevant of which communication medium he chooses, e.g. written, oral or via telecommunication, is a binding offer from the customer.

§ 4 Prices

The prices for end users are calculated to include the VAT currently applicable at the time of order plus delivery charges. The amount charged for delivery will be stated in the order confirmation.

§ 5 Delivery

BAGBEAT uses the best low price delivery available in Germany for its goods. The delivery charges are to be borne by the customer. Deliveries abroad are only possible after prior agreement.

§ 6 Delivery Time, Payment Date

- (1) The customer will be informed of product delivery times prior to conclusion of contract.
- (2) The invoices are due, without deduction, for immediate payment

§ 7 Guarantee

BAGBEAT issues a 5 year guarantee for its instrument bags. The guarantee includes all damage to the bags which occurs in accordance with the goods determined use. The guarantee begins on delivery of the goods. BAGBEAT offers this service voluntarily. The legal warranty claims remain unaffected.

§ 8 Reservation of Property Rights

- (1) BAGBEAT remains rightful owners of the goods until final payment, as specified in the contract, has been received.
- (2) The customer must inform BAGBEAT immediately in writing, in the case of seizure or other third party claims before payment in full of the purchase price.

§ 9 Limitation of Liability

Liability for slightly negligent breach of duty is excluded, in as far as they are not contractual breaches, damage to health or bodily harm or pertaining to guarantees, or claims under the Product Liability Act.

Under the main contractual obligations is the obligation to deliver the goods and provide the right of ownership. Furthermore we are obliged to provide you with goods, free from material and title defects. The same applies to breach of duty performed by our vicarious agents and our legal representatives.

§ 10 Place of Fulfillment

The place of fulfillment for all services under the contractual relationship with merchandisers is D-75210 Keltern, BAGBEAT's business address.

Data Protection

Your personal data (e.g. name, address, bank account details etc) will be processed and used solely for contract settlement in accordance with the German Data Protection laws. Your personal data will not be given to third parties outside of the contract settlement, without your expressed agreement or without legal regulation. On completion of the contract settlement your data will be inaccessible for further use. On completion of the fiscal and commercial regulations, this data will be deleted, as long as you have not given us permission to do otherwise. You have a right to information about your stored personal details and if necessary, a right to amendment, deletion or blockage of this data.