



General Terms and Conditions for final consumers

of
mah-jong-shop.com
Stephan Hilchenbach
Hermann-Löns-Str. 12 b
30952 Ronnenberg
Germany

Phone: +49 5108 879 155
Fax: +49 321 212 332 07
E-mail: info@mah-jong-shop.com

VAT-ID No.: DE237840244

Ronnenberg, 2010-11-10

This is a translation from German. The German version is considered legally binding.

§ 1 Scope

Any agreements that are concluded between the customer and us to accomplish the contract are put into writing in this contract.

§ 2 Offer and Conclusion

- (1) The contract language is German. The products and services listed here are noncommittal. They are an invitation for you to submit a binding offer to us.
- (2) An order placed by a customer is an offer.
- (3) The receipt of the order will be displayed immediately after submitting the order. You receive an order confirmation via e-mail. The contract is concluded after our acceptance of the order by the immediate dispatch of the goods.

§ 3 Payment

- (1) Our invoices are payable promptly. They are due with the receiving of the invoice.
- (2) The following payment methods are available: advance payment by bank transfer or PayPal, debit entries, cash on delivery.

§ 4 Delivery period

- (1) The start of the delivery period quoted by us requires the clarification of all technical questions.

- (2) The compliance of our delivery commitment requires the timely and duly fulfillment of the obligations of the customer.
- (3) On default of acceptance by the customer or if he/she infringes his/her obligation to cooperate, we are entitled to demand compensation. Further claims are reserved.
- (4) If the conditions of (3) apply, the risk of a coincidental loss or a coincidental degradation of the purchased goods passes to the customer from the moment of default of acceptance or debtor's default on.
- (5) We are liable according to the legal regulations, if the underlying sales contract is a firm deal according to § 286 clause 2 no. 4 BGB or § 376 HGB. We are also liable according to the legal regulations, if the interest of the customer of fulfillment of the contract ceased to exist due to a delayed delivery for which we are responsible.
- (6) Further on we are liable according to the legal regulations, if the delayed delivery is caused by a deliberately or grossly negligent violation of the contract which we account for. If the delayed delivery is not based upon a deliberately violation of the contract caused by us, our accountability for compensation is limited to the predictable, typically occurring damage.
- (7) We are liable according to the legal regulations, if the delayed delivery which we are responsible for is based upon a deliberately violation of an essential clause of the contract. In this case our accountability for compensation is limited to the predictable, typically occurring damage.
- (8) Otherwise, in case of a delayed delivery, we are liable for 0.5% of the order value per week, up to a maximum of 5% of the order value.
- (9) Other claims and rights of the customer remain reserved.

§ 5 Passing of risk / Delivery

- (1) For consumers, the risk of accidental loss and accidental deterioration of the goods sold, passes with the delivery of the goods to the consumer.
- (2) We ship solely to Germany (D), selected countries of the European Union (EU) and Switzerland (CH).
- (3) The customer pays the shipping costs from the location of the seller, except they exceed an adequate proportion of the value of the delivery items.
- (4) If the customer wants the goods to be shipped to a different consignee, he/she has to submit his/her complete address details beforehand.
- (5) The time limits extend their validity adequate to Acts of God.

§ 6 Warranty

- (1) The product attributes described in the product descriptions specify the product properties global and completing. Particularly public statements of the seller, the manufacturer, their subsidiaries or third parties do not include any complementing or changing descriptions of the delivery items.
- (2) The purchaser is obliged to report defects of quality or of title within 2 months after he/she found out about it. The defects have to be described as detailed as possible. This regulation is no preclusion period for our liability of defects.

- (3) We are entitled to withdraw from the contract if we do not receive the delivery item ourselves; our responsibility for intention or negligence remains unaffected. We will inform the customer without delay about the unavailability of the goods. If he/she wants to cancel the purchase we will compensate the consideration immediately.

§ 7 Joint liability

- (1) Any further liability for damages other than stated in § 6 is excluded.
- (2) The limitation of clause (1) is also valid if the customer demands compensation for useless expenses instead of the service.
- (3) As far as the liability for damages is excluded from or limited against us, this is valid as well for the personal liability for damages of our employees, assistants, representatives and assignees.

§ 8 Retention of title

- (1) We reserve the ownership of the purchased goods. After complete payment including VAT, interest and other additional costs this retention of title expires.

§ 9 Return costs when exercising the right of withdrawal

- (1) If the customer exercises his/her right of withdrawal he/she has to pay the regular cost of returning the goods if the delivered goods match the ordered goods and if the price of the commodity doesn't exceed the amount of 40.00 €.
- (2) Cost for returns that exceed normal shipping cost (e.g. additional cost for not prepaid consignments) have to be repaid by the customer.

§ 10 Place of jurisdiction

- (1) If after concluding the contract the customer moves his domicile or habitual residence outside the scope of the Federal Republic of Germany, our place of business becomes the place of jurisdiction. This also applies if the customer's residence or habitual residence at the time of filing the action are not known.
- (2) The law of the Federal Republic of Germany applies; the validity of the United Nations Convention on Contracts for the International Sale of Goods is excluded.