

1. Contract partner

Your contractual partner is GALLAY Jewellery, Jens Gallay, Werner-von-Siemens-Str. 7, D-03052 Cottbus, Germany, Phone: +49 (0)355 289444-0, Fax: +49 (0)355 289444-11, E-mail: info@gallay.eu (herein after referred to as GALLAY) and any claims are to be addressed to the same.

2. Scope of this directive

For the business relationship (as well as for future business) between GALLAY and the constituent, the following general trading conditions are valid solely, at the time at which the order is placed. GALLAY does not recognize deviating conditions of the client, except in the case where GALLAY explicitly agreed to these in writing. All offers in our english-language shop <http://www.gallay.eu> are not valid for constituents and/or customers from Germany or Austria.

3. Product range and price structuring

3.1 The product range on our Internet sites are - if not differently indicated - intended exclusively for commercial customers (business`s).

3.2 Our prices are Ex-Works Cottbus, excluding postage, freight, packaging and insurance. All prices are net prices in EUROS, excluding the current appropriate legal value added tax. The prices are valid only per individual order (except if noted otherwise). Supplementary orders are considered in each case as new orders. We exclusively grant discounts as indicated in our shop for orders, which have been placed via our Internet shop and which have been sent to us by E-mail or fax. Indicated volume discounts are only valid for available items. Undeliverable items are excluded from our discount regulations.

3.3 Information to our postage and packing costs can be found on our web page under [delivery terms](#). Postage and forwarding expenses for deliveries abroad are calculated separately and country-specific. You will be notified in writing of the exact amount together with the order confirmation.

3.4 Providing us with your current value added tax ID number is necessary, if your registered place of business lies within an abroad European Union country and the commodity is to be sent to you without German value added tax. Customers with a delivery address outside of the European Union, also receive a value added tax-free delivery.

4. Contract conclusion

Every order placed with us over the Internet (by E-mail), fax or telephone, is only valid and binding, after a written order confirmation (by E-mail, fax or letter) has been sent by GALLAY. Orders via our Internet shop are only valid and possible with personal access codes through the constituent. If the constituent does not object within 24 hours, the contract is considered as accepted. Where a conclusion of a contract and its respective delivery takes place in several shipments, each shipment is considered as a separate and single business transaction.

5. Delivery

5.1 We strive to uphold indicated delivery times, these are however non-binding. We cannot be held accountable for delivery delays due to superior forces, goods procurement difficulties, operational disturbances or official ordinances.

5.2 In the event of a delayed delivery, the constituent is obligated to grant us an appropriate respite. If this

period elapses effectless, then the constituent is entitled to compensation instead of the fulfillment and withdraws from the contract.

6. Transfer of risk

The risk of coincidental loss or a coincidental degradation is to the account of the constituent, as soon as the commodity has been handed over to the person or company collecting or executing the delivery. This also applies for possible special agreements where our own vehicles or carriage free and packing free affected deliveries are made.

7. Payment

Payments to GALLAY are done via payment in advance (bank credit transfer), cash on delivery or PayPal. We reserve ourselves the right to agree to alternative payment terms.

8. Right of return

For all items offered on our Internet sites, there is a return right of 7 days commencing from the point at which the product was received. Returned products must be intact and in perfect condition.

9. Set-off and withholding

The constituent is entitled to a set-off of counterclaims if the counterclaims are validly determined or undisputed. A set-off through the constituent is not possible.

10. Privacy protection

The constituent explicitly agrees to the collection, processing and use of personal data. The data required for the conclusion of business will be stored. All personal data of the constituent is naturally treated as confidential. Passing on this data to third parties without the explicit consent of the constituent will not take place. In addition we refer to our website under [protection of data privacy](#).

11. Changes and errors

Changes of product and price adjustments due to changed purchasing conditions as well as errors in descriptions and prices for example due to software faults are reserved.

12. Claims and warranty

12.1 The constituent is obliged to examine the goods, delivery note and invoice immediately after reception. The constituent, without delay, however at the latest within eight working days after receipt of the delivery, must inform us of possible deficiencies in writing. Delayed claims are to the account of the constituent and will not be considered.

12.2 In principle we give a warranty of 24 months starting from the point of the transfer of risk. Wear and tear as well as inappropriate usage or external influences do not fall under warranty. If the purchased item has a substantial deficit at the time of delivery, then the constituent is entitled at his own discretion to request a replacement, to revoke the order and request a reimbursement at the purchase value or request the issuance of a purchase credit note. If GALLAY is unable to provide a replacement, then at his own discretion, the constituent is entitled to withdraw from the contract or request a reduction of the purchase

price.

13. Liability

13.1 It is not possible to hold GALLAY liable, as far as this is legally permissible.

13.2 GALLAY is liable for deliberate and gross negligence. In the event of negligent violation to a substantial contract obligation (cardinal obligation), GALLAY will be held liable up to the customarily foreseeable damage, to which it is limited in each instance to the purchase price of the ordered commodity or service. The replacement of indirect damage is barred from negligent liability.

13.3 The liability as per the product liability law remains unaffected. GALLAY will not be held liable for damages resulting from superior forces.

14. Applicable right and area of jurisdiction

The law applicable is that of the Federal Republic of Germany under exclusion of the UN Contracts for the International Sale of Goods. If the constituent is a registered trader in the sense of the German Commercial Code (HGB), the area of jurisdiction for all counterclaims in connection with the business relationship is the registered office of GALLAY, as far as a common area of jurisdiction does not exist already anyway. GALLAY is authorized to take legal action in the general area of jurisdiction of the constituent.

15. Reservation of proprietary rights

The supplied product remains up until the complete payment, up to the irrevocability of debit advices as well as up to the final redemption of cheques the property of GALLAY.

16. Written form

16.1 Agreements (also verbal agreements) between GALLAY and the constituent shall only be valid to the extent that they have been agreed in writing. The nullification or alteration of the writing requirement is possible only under adherence to writing.

16.2 Explanations by E-mail are legally binding as per § 127 BGB (German civil code). The control of the written form is adequate in variation of §§ 127 para. 3, 126a BGB when filing an explanation via E-mail, even if the issuer of the E-mail is recognizable and the explanation is not provided with an electronic signature. The user of an E-mail without electronic signature as per §§ 127 para. 3, 126a BGB cannot raise any objections arising out of the contents and simultaneously abstains in case of a judicial argument on the objection that the explanation and its contents concerned was not transferred from himself to the addressees specified in the explanation to the time proven in the explanation.

17. Other regulations

If a point of these sales and terms of delivery should be ineffective or become so in the future, then the validity of the remaining points is thereby not affected. The inefficacy regulations have to be replaced by valid regulations, which as such come closest to the original points.

last amendment: 29/11/2008