

General Terms and Conditions of Business

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Area of application

The following general terms and conditions of business apply exclusively to all commercial transactions made between ANANDAM-Klaus Wengel and the buyer/customer via the website www.anandam-shop.de. The edition that is valid at the time of the order applies. You have the option of concluding the purchase contract in either the English or German language. By his order the customer confirms his cognizance of these general terms and conditions. There are no subsidiary agreements. Alternative terms and conditions of the buyer are only binding if confirmed in writing by "ANANDAM-Klaus Wengel e.K."

The website "www.anandam-shop.de" exclusively addresses the ultimate consumer within the meaning of §13 of the German Civil Code (BGB). (A consumer is any natural person who completes a legal transaction for a purpose which can not be imputed either to his commercial or independent professional activity.) No possibility exists here for sales to commercial customers, with their corresponding terms and conditions of business, which are expressly ruled out.

Conclusion of contract

Our offers are subject to confirmation. In most cases the goods offered are natural or hand-crafted products. We reserve the right to reasonable technical modifications as well as small changes in shape, colour and/or weight. In principle, all sizes and dimensions should be understood as approximate. Variations in the region of ±10% are therefore possible and do not represent a deficiency.

By entering your personal data and clicking the 'Send Order' button as the final step in the ordering process, you place a binding order for the goods contained in the shopping basket. Confirmation of receipt of order takes place immediately following order placement by way of an automatically generated e-mail. The purchase contract comes into being with this e-mail confirmation.

Minimum order value

The minimum order value amounts to € 15,00 within Germany and € 30,00 outside Germany, plus transportation costs and (if selected) cash on delivery costs.

Purchase price and transportation costs

The purchase price offered is binding and includes sales tax. For consignment of goods we charge the following for postage and packaging:

Within Germany:

Orders up to € 50.00-: € 4.50 postage and packaging
Orders as of € 50.00 are ship free

Outside Germany - EU area:

Orders up to € 120.00-: € 9.00 postage and packaging
Orders as of € 120.00 are ship free

Outside EU area and Switzerland:

€ 15.00 for postage and packaging

Payment possibilities: Customers from abroad can pay by credit card (VISA, Eurocard/MasterCard, American Express). Payment can also be made in advance (in Euro). Bank charges are at the customers' expense. Please inform your bank that we need to receive the full amount stated on the invoice.

Payments by credit card

The charge of your credit card account is carried out with completion of the order. Credit card orders are limited on EUR 400 per customer and month.

Deliveries by cash on delivery

we charge in addition € 2.75 cash on delivery costs. At handing over of the COD-delivery by UPS/DHL only the invoice figure is due. No additional money-order forms-/transfer charges on the amount are opened.

Delivery times - delivery

We process your orders within 24 hours (working days) of receipt of order or payment (in the case of pre-paid orders). Transportation of goods takes approximately 1-3 days within Germany and 5-14 days outside of Germany. Large packages are delivered through UPS; for smaller orders we use the German postal service (Deutsche Post) "Maxi" package service.

As many of our products are produced by hand, availability is limited. It can therefore be expected that products may not be available in sufficient quantity and in rare cases may also not be available for delivery at a later date. We will inform you by return, by telephone or e-mail, if we are unable to deliver goods promptly or in sufficient quantity.

---CANCELLATION POLICY-----

Right to cancel

You may cancel your order in writing (e.g. by letter, fax or e-mail) within two weeks without stating your reason or – if the goods were delivered prior to the expiry of this period – by returning the goods. This period commences on receipt of this notification in written form, however not before the recipient has received the goods (in the case of repeated delivery of identical goods not before receipt of the first part delivery) and also not before we have fulfilled our duty to inform in accordance with §312c Clause 2 BGB (German Civil Code) in conjunction with §1 Clauses

1, 2 and 4 BGB-InfoV (German duty to inform regulation) and our obligations according to § 312e Clause 1 Sentence 1 BGB (German Civil Code) in conjunction with § 3 BGB-InfoV (German duty to inform regulation). The timely advice of cancellation or consignment of the goods is sufficient for the purpose of compliance with the cancellation period. Please address your cancellation to:

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Consequences of cancellation

In the case of effective cancellation, the services received by both parties must be returned and any use (e.g. interest) derived from them must be compensated. If you are unable to reimburse us in full or in part for services received, or if the goods are returned in deteriorated condition, you are required where appropriate to offer compensation of equal value. This condition does not apply in the case of the surrender of goods where the exclusive cause of deterioration can be attributed to the inspection of the goods – as would have been possible in a retail store. In principle, you can avoid duty of compensation for deterioration arising due to non-designated use of the product by not using the product as though it were your own property and desisting from any activity that might affect its value. Items that may be returned via parcel carrier must be sent back to us at our risk. You must bear the cost of return carriage if the delivered goods correspond to the order and if the price of the item to be returned does not exceed 40 Euros; or if the price of the item is higher and at the time of cancellation you have not yet paid the full price or made a contractually agreed part payment. Otherwise you are not responsible for return carriage. Items that are not suitable to be returned via parcel carrier will be collected from you. Payment obligations must be settled within 30 days. For you, this period begins when you issue notification of cancellation or return the goods; for us this period begins on receipt of same.

---END OF CANCELLATION POLICY-----

Guarantee

Initially, the seller may choose to fulfill his guarantee against product defects by way of rectification or replacement delivery. If such supplementary performance fails, the customer may, in principle, choose either to reduce the payment (abatement) or to cancel the contract (withdrawal). The customer must immediately check the goods for discrepancies in quality and quantity and notify identifiable defects to the seller in writing within a period of 14 days from receipt of the goods. Otherwise any claim for guarantee becomes unenforceable. Hidden defects must be notified to the seller in writing within one week of their discovery. Timely notification serves to comply with the notice period. If the customer fails to inspect or

provide notification of defects within the due time, the delivered goods are deemed to be approved, unless the defect was not identifiable on inspection. In principle, only the manufacturer's product specification is agreed as describing the properties and condition of the product.

Reservation of title

The delivered goods remain our property until full and final payment has been rendered.

Data protection notice

We use the data you provide to process and fulfill your order. We store and process all customer data in accordance with the relevant provisions of German Data Protection Law (BDSG) and German Remote Services Data Protection Law (TDDSG). You have the right at any time to request information, at no charge, about the data we hold on you, to request a copy of this information, to request that access to this data be refused and to request that this data be deleted. Please send us your request by post or fax.

When you subscribe to our Newsletter, you give us your approval to use your e-mail address for our advertising purposes until such time as you unsubscribe.

We do not disclose your personal data to third parties. The only exceptions to this are our service partners (UPS/DHL), which need your address data in order to perform delivery. In these cases, however, the scope of the transferred data is limited to the required minimum.

Credit card payments are processed through "www.Saferpay.de". Due to this secure method no credit card data is stored or kept on our server.

Final provisions

German law applies exclusively. The United Nations Convention on Contracts for the International Sale of Goods does not apply. If the consumer has no place of general jurisdiction in Germany, or if his domicile or usual place of residence is unknown at the time legal proceedings commence, the exclusive place of jurisdiction for all disputes arising from this contract is our place of business. If any individual provision of this contract with the consumer including these general terms and conditions of business should become unworkable, in whole or in part, the validity of the remaining terms and conditions remains unaffected thereby. The partly or wholly unworkable provision must be replaced by a provision whose economic consequence comes as close as possible to that intended by the unworkable provision.

Edition: 01.January 2011
ANANDAM-Klaus Wengel e.K.