

AGB in Englisch.txt

General terms and conditions (AGB) for wine orders at Weingut Peter Argus main road 23, D-76835

§ 1 General, scope of the general terms and conditions of the AGB

1.1 All our deliveries and services are made solely on the basis of the following terms and conditions in their valid version at the time of the order. If not expressly agreed in writing, find different Terms and conditions do not apply.

1.2 Customers within the meaning of these terms and conditions are both consumers as well as commercial concerns. Consumers in the sense of the terms and conditions are natural persons, whose contracts are not attributable for commercial or professional activities. Commercial concerns in the sense of the terms and conditions are natural or legal persons or partnerships, whose contacts with us exercise of their commercial or independent professional trading activity.

§ 2 Conclusion of the contract or agreement

2.1 You can order by telephone, by using the online order form, or by fax. With your order you give us a give binding offer of contract. We are able to accept the offer, by sending you an order confirmation within 48 hours of receiving your order. The contract is made by our sending confirmation of this order.

2.2 When ordering online the following applies: you can enter the desired number of articles and your personal details for the order. Input errors can be corrected by amending the entry or cancelling the ordering process and start from scratch. This will reset the entire order form. After accepting our terms and conditions, you can send the order to us. After checking your order you will receive an order confirmation from us and through that the contract is with us made.

2.3 In the case of orders, the contract is made with:

Weingut Peter Argus
Hauptstraße 23
76835 Gleisweiler
E-Mail: mail@argus-wein.de
Fax: 06345-919425
USt-IdNr.: DE 165 10 33 95

§ 3 Privacy policy

We save your order and the data provided. We send you an order confirmation by email with all the order details. Your data will not be available to any third party

§ 4 Admonition on right of revocation Right of revocation

You are entitled to revoke your contract within 14 days without further explanation in written form (e. g. letter, fax, email), or if goods have been left at your disposal before the deadline exceeded - by returning the commodity. The deadline starts after the receipt of this admonition in text form, but not before the receipt of the goods by the receiving party (in case of part-delivery not before the arrival of the first part-delivery) and also not before compliance of our legal obligation to give information acc. to article 246 section 2 in conjunction with section 1.1 and 2 Introductory Act to the German Civil Law as well as our obligations acc. to article 312g section, 1st sentence, 1st German Civil Law in conjunction with article 246, section 3 Introductory Act to the German Civil Law. The revocation deadline is kept with a timely dispatch of the revocation or the goods.

The revocation is to be sent to:

Weingut Peter Argus
Hauptstraße 23
76835 Gleisweiler

E-Mail: mail@argus-wein.de
Fax: 06345-919425

Consequences of revocation

In case of an effective revocation, both parties have to return deliverables and if applicable usage taken (e. g. interest rates) has to be returned. If you cannot, or only partly return the received deliverables or usage or return them only in a deteriorated state, you have to pay compensation. You only have to pay compensation for the deteriorated goods or taken usage if the deterioration or the taken usage can be attributed to the usage of the goods which exceeds inspecting features and functionality. Inspecting features and functionality is hereby defined as testing and checking the goods like it is possible and common in a shop.

Goods consignable by parcel post can be returned by our risk. You have to bear the regular costs of returning the goods if the delivered goods are in accordance with the ordered ones and when the price of the returned goods do not exceed 40 Euros or if in case of a higher price you have not reciprocated or rendered the instalment agreed on in the contract at the time of the revocation.

Otherwise returning the goods is free of charge for you. Goods not consignable by parcel post will be picked up at your location. Claims of refunds of payments have to be fulfilled within 30 days. The deadline for you starts on the day of sending the declaration of revocation or sending back the goods, the deadline for us with the receipt. End of admonition on right of revocation. If you are an entrepreneur acc. to section 14 German Civil Law and exercising in your professional or self-employed activities when concluding the contract, the right of revocation is not applicable.

§ 5 Agreement for the coverage of the costs

If you exercise your right of revocation acc. to § 4, you have to bear the regular costs for the return if the delivered goods are in accordance with the ordered ones and when the price of the returned goods do not exceed 40 Euros, or if in case of a higher price you have not reciprocated or rendered the instalment agreed on in the contract at the time of the revocation. Otherwise returning the goods is free of charge for you.

§ 6 Shipping costs

6.1 Prices: The stated prices are for the 12 bottle box within In Germany, including shipping costs, VAT, glass and packaging.

Minimum order quantity: 12 bottles. Smaller quantities are topped with a supplement (6 bottles 4.20 Euro for the box). We deliver by DHL or another provider of our choice.

§ 7 Delivery

7.1 We deliver only within Germany.

7.2 The goods will, if not mentioned otherwise in the order, be shipped within 2 working days located on the shipment after receipt of payment. The goods shall be supplied on account within 2 working days after the confirmation of acceptance.

§ 8 Terms of payment

8.1 The payment shall be made either prepayment by advance bank transfer, via direct debit or by invoice. With new customers, we reserve the right to supply only against payment in advance. Choosing the method of payment in advance, we will give our bank details in the confirmation of the order. The invoice amount is to be transferred within 10 days to our account.

When paying by invoice, the invoice amount is to be transferred within 10 days of the date of the invoice to us.

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8.2 If you are the consumer, any delay or default of the purchase price interest of 5% of payment above the base interest rate is to be paid. If you do are not the consumer are, is the interest rate to be paid is 8% over the base rate. We reserve the rights to prove and assert higher damages.

§ 9 Warranty and liability

Our warranty and liability is according to legal regulations.

Please note: the crystallization of cream of tartar (potassium hydrogen tartrate), is a completely natural by-product of winemaking. The appearance of it can therefore not be a reason for complaint.

§ 10 Retention of title

The goods remain the property of Weingut Peter Argus, Hauptstrasse 23, Gleisweiler D-76835 up to the completion of payment

§ 12 Law, place of jurisdiction

12.1 Is under German law and exclusive of UN purchase law.

12.2 All disputes arising from a contractual relationship is, when the purchaser is a merchant, a public law official or a special fund under public law, are to be made at the location of the concern, Weingut Peter Argus, Hauptstrasse 23, D-76835 Gleisweiler. The place of jurisdiction for both parties is to be Landau in der Pfalz.

§ 13 Miscellaneous

13.1 The contract language is German.

13.2 If one or more provisions of these terms and conditions are invalid, the rest of the contract continues to be valid. Moreover, if the provisions of the contract are not effective, the content of the contract is dealt with according to the statutory regulations.

Protection of minors

According to the Youth Protection Act (Jugendschutzgesetz), we deliver only to persons over 18 years of age. The buyer confirms with the placing of the order that he/she is of the required age according to the Youth Protection Act.