

Cayambe's International General Business Conditions

for Business with Commercial Customers Outside of Germany

§ 1 Scope

These general business conditions apply in its effective version at a time to all contracts between CaYambe Hutmanufaktur., with the proprietor Carlos Alejandro Teran Cevallos, Friedrich Junge Str 5, D-10245 Berlin, Germany Id.Nr. DE239442021 (subsequently called 'CaYambe') and its international commercial customers outside of Germany (subsequently called 'Clients'). Clients' general terms and conditions are not valid. German legal requirements apply. Differing agreements and verbal sub-agreements require written acknowledgement.

§ 2 Conclusion of Agreement

Cayambe's quotations are subject to change and non-binding. The quotation is under reserve of supply by Cayambe's vendors. In case the ordered merchandise is contrary to expectations undeliverable and compensation delivery is not possible the client will be immediately informed. Full advance payment by bank transfer is needed before the order is effected. The client is bound to the placed order. Any changes within the framework of the accorded order is only acceptable by mutual agreement.

§ 3 Place of Fulfilment

The place of fulfillment for all services arising from the delivery contract is Berlin.

§ 4 Prices

All offers are subject to confirmation. Cayambe is not liable for errors and misprints and reserves the right to change prices. With the release of new prices, all preceding price lists or prices stated in the online shop become invalid. Prices are Euro netprices excluding value added tax (VAT) and mailing or shipping costs. Mailing or shipping costs and any additional costs related to payment and delivery will be billed, including any forwarding agent charges or costs for additional delivery attempts.

§ 5 Terms of Payment

Clients outside of Germany receive the invoice electronically or by mail. The invoice total is fully payable without deduction into the following account. Bank Name: Postbank Berlin; IBAN DE39 1001 0010 0530 0741 01, SWIFT-/BIC-Code PBNKDEFF; Account Name: C. A. Teran Cevallos, CaYambe; After the incoming payment the order will be processed.

§ 6 Delivery

Your order will be processed as quickly as possible. All quotations are subject to availability. In case one or several items are not deliverable in time, the merchandise will be delivered in addition as soon as the item is again available. In the exceptional case of prolonged delivery time Cayambe will notify you immediately. In case the merchandise is undeliverable within 16 weeks after receipt of full advance payment Cayambe is obliged to inform you immediately. In this case, both parties are able to cancel the contract. Already achieved payments have to be refunded immediately. As soon as the merchandise has been handed over to the implementing delivery services company the risk devolves to the customer.

§ 7 Wrong Delivery

In case of incorrect delivery or faulty goods the costs of return will be beared by Cayambe. Please state the order number and the reason in case of reshipment/remailing.

§ 8 Transport Damage

Cayambe is liable for damages and loss during shipment up to the handing over to the carrier. Damaged packages have to be reclaimed at the deliverer and the deliverer has to confirm the damage.

§ 9 Buyer's Rights due to Merchandise Deficiencies

In case the delivered merchandise has deficiencies according to §§ 434, 435 of the German Civil Code, in principle CaYambe will provide supplementary performance and additional delivery of merchandise free of deficiency provided that additional delivery is possible and adequate. Manifold additional delivery is permitted. In case of twofold additional delivery fails the client can choose to degree the purchase price or to cancel the purchase.

§ 10 Liability

In case of unexacting careless neglect of duty Cayambe's liability is restricted to predictable, and contract-typical and direct average damage according to the kinds of goods. This also applies to the unexacting careless neglect of duty by the buyer's assistant or statutory agent.

§ 11 Protection of Data Privacy

CaYambe points out that recording of personal data of clients is done for processing order only. Data of clients are not shared with anyone else.

§ 12 Agreement in Jurisdiction – Applicable Law

in terms of right of withdrawal and return of merchandise the statutory provisions for commercial customers apply. The place of fulfillment and court of jurisdiction is Berlin. The validity of German law solely applies even in the case of purchases and orders from outside Germany. Application of international laws or simplified laws for the sale of goods, do not carry precedence. All contract closed with us are subject in all cases to the laws of the Federal Republic of Germany.

§ 13 Severability Clause

The validity of these conditions and terms remains unaltered in other respects even if single terms or conditions in this agreement should become invalid or lose its legal effect later. To supersede effectless clauses German legal requirements apply. The same applies in case of not foreseen gaps in the general business conditions.

§ 14 Miscellaneous

Due to their being natural products, it is sometimes possible that our products are subject to minimal changes.