

Conditions

General validity and order

When placing an order, the customer who orders something agrees to the following General Terms of Business as well as the Terms of Delivery and Payment. Any terms or conditions contrary to the terms stipulated hereinafter have to be agreed in writing, and are subject to written confirmation. The failure to object shall not be deemed an approval.

You can place your order over our onlineshop. Alternative you have the choice to print the order and send it via fax to +49 (521) 5225626.

Conclusion of a contract

The sales contract between us and the ordering party shall become effective when such order is approved by us per e-mail. This approval will contain once more the designation of the ordered items and the price.

Delivery

Delivery abroad is included to the ordersystem. The price for delivery in each country will be automatically generated in the checkout process by weight (Shipping Worldwide). We reserve the right to choose the most favourable way of delivery. Normally your order will ship within 5 working days. We guarantee a delivery time of not more than 30 days for all articles, except for those made to customers specification (i.e. Complete Aquariums). In such case the buyer will be informed by us. Any other agreements as to the delivery shall be stipulated in writing. Any unforeseeable impediment to performance, such as cases of force majeure, interruption of operations etc. shall give us the right to withdraw, in whole or in part, from the supply commitment. Any claims for damages because of delayed supply shall be excluded. Partial deliveries are admissible.

Payment

All prices are including 19% german VAT. When the delivery is effected to a country outside the EU, the VAT will automatically be deducted and not be charged. We will accept payments by Mastercard/Visacard or Checks or Banking Transfer. When charging your creditcard, we are obliged to apply for approval from the credit card institution for any amount.

Right to cancel the order or to return goods of the ordering party

The customer who orders something will not be bound to his declaration of agreement to the sales contract if he cancels the order within 2 weeks upon receipt of the first delivery. It is not necessary to give reasons for the cancellation, but it has to be done in writing, with mail, fax or e-mail. To meet the deadline, it will be sufficient to send the cancellation of the order in time to:

Sewatec Aquaristic Equipment, Holundergrund 4, 33619 Bielefeld, Germany

The right of the ordering party to cancel the order does not apply to goods that have been made to customers specification, or where it is obvious that the goods have been specially tailored to his personal needs, or goods that are not suitable to be sent back due to its nature.

In case of creditcard payments, the customer gets the paid amount -3,5% cancelling fee back. The cancelling fee is charged by our creditcard official assignee.

Rejection

If the buyer rejects to accept the ordered goods without having a right of cancellation, we shall have the right to withdraw from the contract or to claim damages for breach of the contract. In any case, we shall be able to claim 20 % of the agreed price without special evidence.

Complaint and liability, warranty

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In general, the statutory warranty period of 2 years shall apply (exception: bulbs 90 days from delivery date). Otherwise we give a guarantee that corresponds to the terms of guarantee offered by the respective manufacturer. Postage must be prepaid for any goods send back under warranty claims. Warranty claims may only be made by the direct buyer. The guarantee is always limited to the respective item, and is effected by repair or exchange, at our choice. We do not take responsibility for any damage due to improper handling or usage, as well as defects due to normal wear and tear. Furthermore, we reject to take any responsibility for indirect losses. We shall not be liable for the accuracy of any technical data or any other information not particularly referred to by us. We reserve the right to make technical modifications in the sense of progress or to generally improve the products.

Prices

All prices are in "Euro" and valid at the point of order. All prices are shown with VAT. Customers out the European Union can order without VAT.

Right of property

The goods shall remain our unmarketable property until full payment of the price is made. The right of property also includes any interest or ancillary costs accruing from the obligation to pay the goods. Any right to retain or to set off the payment shall be excluded.

Delivery, Risk

All deliveries will be insured. The insurance fee is part of the shipping costs. The amount insured is fixed from our transport enterprises Deutsche Post/ DHL. The goods have to be checked for completeness and any defects immediately on delivery. Any transport damage has to be reported within 24 hours to the respective "local" shipping company. It is not permissible to set off any payments against the claims due to damages upon delivery.

Data protection

As stipulated by the Data Protection Act, we advise that any data from business trans-actions is being stored. Upon customers request this data is deleted. Passing on this data to third parties is not allowed.

Vality of catalog

The online catalog will be always up-to-date. Mistakes in the shown products are possible. We cant get responsible for it. The pictures of the products do not always meet the real look but are similar. For technical changes of the products by the manufacturer we can not get responsible.

Final provision

In case any of the above provisions become void, for whatever reason, the validity of the other provisions shall remain unaffected. Wherever applicable (e.g. among merchants), Herford shall be the place of juristiction for any disputes arising from this contact between the customer and the company Sewatec Aquaristic Equipment.

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