



Terms And Conditions Of Use

Please read the following terms and conditions of sale carefully before ordering goods from us. These Terms and Conditions come into effect between the buyer and Hildebrand & Rexroth GbR when an order is submitted.

By purchasing goods from us, you agree to these terms of sale. These terms do not replace or affect your statutory rights. In these terms, "you" and "your" refer to the customer and "casiam", "we", "us" and "our" refer to Hildebrand & Rexroth GbR.

1. Order Acceptance

1.1 A contract for the sale of goods is only created when we have e-mailed you confirmation that your order has been dispatched, this is when we will charge your card/account.

1.2 Orders are subject to availability.

1.3 We will not be legally bound by any factual or typographical errors on the website or other promotional materials.

1.4 In caes of non-payment casiam can withdraw from an order without reason.

1.5 The pictures shown in our online store can differ slightly from the delivered goods due to improvements and changes of goods by the supplier. As goods are handmade, this can also lead to variations between diplayed and delivered goods

1.6 If our suppliers cease production and an alternative cannot be found Casiam will cancel the order by notifying the customer and refunding any payment made.

2. Price and Delivery

2.1 The price you pay for the goods is the price quoted in the e-mail confirmation.

2.2 You will be given an estimated time for delivery at the time of order.

If goods are in stock, delivery will take one to three weeks. If goods are not in stock, we will deliver to you within two to three months. Where goods become available for delivery at different times we reserve the right to deliver them in stages.

2.3 Our prices include VAT, transportation will be charged additionally. Delivery of goods includes insurance. Packaging and delivery charge within Germany accounts to €85 for the 180cm and the 150cm sizes, tranporation cost of the 100cm figures amounts to €70. Payment may be made by debit/credit card, bank transfer or PayPal.

	Austria	Suisse	France	BeNeLux	England
180cm	€185/£139	€280/£210	€265/£200	€170/£130	€350/£265
150cm	€135/£105	€210/£155	€190/£145	€125/£95	€230/£175
100cm	€95/£75	€180/£135	€135/£105	€95/£75	€180/£135

2.4 When the goods have been delivered to you, you retain them at your own risk and will be liable for their loss or damage. We will not be liable for loss or damage of goods once they have been delivered to you.

2.5 If you decide you do not require the goods, you may return the goods to us within 14 days from the date of receipt. They shall be returned in their original packaging

and in perfect condition. We shall refund the purchase price of the goods within 30 days of the order being cancelled. Goods supplied directly from a manufacturer will be subject to the return conditions of that manufacturer. If any goods are returned damaged we reserve the right to levy a charge commensurate with our costs of processing the sale

Return delivery address:

casiam
Hildebrand & Rexroth GbR
Bahnhofstr. 14
77855 Achern
Germany

2.6 If you place your order online we'll send you an e-mail to let you know when we've dispatched your order

3. Liability and Disclaimer

3.1 To the fullest extent permitted at law and except in respect of death and personal injury caused by negligence on our part or on the part of our employees we shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty condition or other term or any duty at common law or under express terms of the contract for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by negligence on our part or the part of our employees or agents or otherwise), which arise from or in connection with the use of the website, the supply of goods or their use or resale by you, and our entire liability under or in connection with the contract shall not exceed the price of the goods, except expressly provided in these conditions. This does not affect your statutory rights.

3.2 In case of an effectual disclaimer all services and work performed have to be returned. If you cannot return the product in its original condition, we will charge you for the value replacement. With regards to the surrender of goods, this does not apply to actions decreasing the value that are caused solely by checking the goods. The scope of examination of terracotta warriors includes the opening of the packaging, however, excludes unpacking it. In case of returning the goods, do not make use of the product and avoid anything that could reduce the value of it. Transportable items have to be sent back. As mentioned under delivery, you will have to pay for transportation. Therefore, you will also have to pay for return delivery, if delivered goods are in accordance with your order and the price of the returnable item does not exceed €40. Otherwise return delivery is free of charge.

3.3 Obligations for reimbursement have to be fulfilled 30 days after sending the initial disclaimer.

3.4 Customized products, products that were altered from the original product due to your demand or products that cannot be returned because of their nature are excluded from the right of return

3.5 Special offers and remainders are also excluded from the right of return.

4. Force Majeure

We reserve the right to delay delivery or to cancel the order or reduce the volume of the goods ordered by you (without any liability to you) if we are prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control including without limitation acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock out, strikes or other labour disputes (whether or not relating to either party's work force), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials. Provided that if the event in question continues for a continuous period in excess of 14 days, you shall be entitled to give us notice in writing to terminate the order.

5. Warranty

Warranty follows the German legal regulation. If you are an enterprise, your rights regarding deficiencies will be excluded.

6. Invalidity

In the event that any clause in this contract is deemed to be unenforceable, the enforceability of any other part of these conditions will not be affected.

7. Variation

These terms and conditions cannot be varied except in writing signed by an authorised person at Hildebrand & Rexroth GbR

8. Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with German law.

