
General Terms and Conditions of buisness

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for

BMA Produktion und Versand

Markus Aschauer

Badgasse 10

D - 83486 Ramsau

phone +49 (0) 08657 1292

fax +49 (0) 08657 727

info@brustprothesen.com

1. Applicability

Our general terms of business govern the contractual relation with you as our customer. Any diverging customers conditions will not be accepted and are therefore not valid.

2. Contract Formation

We consider your order to be legally binding and with sending us your order you agree that we only ship the goods to you if we received your prepayment before. Outside Germany we do not offer cash at delivery as a payment option. Furthermore you accept on sending us your order that the shipping cost as indicated on the order form are to be payed by you and won't be refunded to you later on.

3. Contract Cancellation in case you are consumer according to §13 BGB (german civil code)

You, the customer, may revoke his contractual declaration within one month without giving a reason. This withdrawal may be made in writing (e.g. letter, fax, e-mail) or by returning the object purchased. This time limit begins when the customer receives this information in writing, however no earlier than the time at which the goods are received (in case that there are returning deliveries of goods of the same type, the time limit starts with the receipt of the first delivery). In addition to that the time limit doesn't start before we ourselves will have fulfilled our information duties according to § 312c Abs. 2 BGB combined with § 1 Abs. 1, 2 and 4 BGB-InfoV as well as our duties according to § 312e Abs. 1 Satz 1 BGB combined with § 3 BGB-InfoV. The timely dispatch of the withdrawal or of the goods is deemed to be sufficient evidence that the withdrawal deadline has been observed.

The withdrawal shall be sent to:

BMA

Markus Aschauer

Badgasse 10

D - 83486 Ramsau

Email: info@brustprothesen

Consequences of withdrawal

In the case of an effective withdrawal, the goods and services received by both parties must be returned or refunded. If the customer is unable to return some or all of the goods received, or if the condition of the goods has deteriorated, the customer shall indemnify the seller if and insofar as this is necessary. This does not apply if the deterioration of the goods is solely the result of examination, such as the customer would have been able to make in a shop. Otherwise, the customer can avoid entering into an obligation to indemnify the seller by abstaining from using the goods as an owner would and by refraining from any activity which may decrease the value of the goods.

Please return the items including the original invoice. Lingerie sets and product sets are to be returned completely. Items which can be sent in a parcel have to be sent back to us and we take the transportation risk. Should the weight or bulk of the goods make it impossible to return them by parcel, it is sufficient if the

customer sends a written request to us to take the goods back. This request shall be made within one month of receipt of the goods. Please note that you will have to bear the cost of returning the goods provided the goods delivered correspond to those ordered and that these weren't delivered to you in error or in a faulty condition. Otherwise you, the customer, shall not be obliged to pay for the return of the goods.

In any case please return the items as an insured shipment, freight and insurance paid, back to us, as the risk of the destruction or vanishing of the shipment while transported to us has to be carried by us.

Please send the shipment to the following address:

BMA

Markus Aschauer

Badgasse 10

D - 83486 Ramsau

In case that we will have to pay for the returnshipment, we will refund you the cost after we received the returned items here, in case you have to pay these shipment cost, then we will refund you the part for insuring the shipment after we received the returned items.

Please be informed that you will have to bear the transportation surcharges later, in case you do return the items with freight unpaid to us, you are obliged by german law to also keep our cost as low as possible by your duty of cooperation, and that, in case you send the items without insuring them and they get lost, you will be obliged to indemnify us for our loss, as we will refund you the cost for the insurance as mentioned above.

Obligations to refund payments have to be fulfilled within 30 days. This time limit starts for you with sending off your cancellation declaration or the item(s) and for us with the receipt of these.

You have no right to cancel the contract in case...

...the items have been produced exclusively according to your individual orders or are meant to fit your personal requirements or are not suitable for a return due to their nature.

....of hygienic items, liquids or powder- and/or creamy products once the product packaging has been opened and the temper evidence seal has been broken.

... of the purchase of video, DVD, audio, video games and software products where the item has been unsealed.

… Special orders placed by you which are ordered especially for you, etc.

6. Notes on packaging ordinance (VerpackV)

We are in accordance with the regulations of the packaging law obliged to redeem packaging of our products, if they are not labeled with the sign of a system of universal waste disposal, such as the "Green Point" of the Dual System AG Germany, and then will take care for their disposal or reuse them.

To further clarify the return for such products, please contact us at:

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We will tell you a local collection center or a waste management company in your area, which will accept the packaging for you free of charge. Should this not be possible, you have the possibility to send the wrapping to us. The packs will then be reused by us or pursuant to the provisions of the packaging law be wasted.

7. Governing Law

These terms of business and any contracts concluded hereunder shall be governed, interpreted, construed and enforced in all respects under German law.

Last Update: Dezember 2008