# AGB

Terms and Conditions

1. The basis of the contract.

All contracts made by the costumer with Fine Flyrods Mike Kühn by internet or other means of communication are based on the terms and conditions. The costumer accepts these with his order.

2. Supply and completion of contract

2.1

The written, by telephone, by internet or e-mail given orders of the costumer are supplies on which the costumer is bound for a week. The contract is made by the confirmation of order or by the delivery of the product within this period.

2.2

The costumer will be informed if there are any delivery problems by Fine Flyrods Mike Kühn within a week.

2.3

The supplies by Fine Flyrods Mike Kühn are free in condition and stay under the reservation of the timely self-delivery and availability of the product unless something else has been contracted. If there the delivery is impossible or a non-compliance of the delivery date because of a total or partial non-availability of the product the costumer is entitled to withdraw from the contract after the expiry of the time of 14 days. The costumer has only these rights and no more.

2.4

Deliveries of parts are permitted.

3. Right of return

3.1

The costumer has the right to send the delivered product which he ordered by internet or other means of communication within the period of two weeks back to Fine Flyrods Mike Kühn without any reason. The period starts with the receipt of the product and this indoctrination. The right of return is not valid for all articles which are produced on the customers which.

3.2

The product needs to be sent back to Fine Flyrods Mike Kühn in a faultless condition including the undamaged packaging and with an insured parcel.

3.3

If the value of the product is under 40 Euro the costumer has to pay for the return except the product is not the one he ordered. If the value is over 40 Euro or products are returned which have not been ordered or which are damaged Fine Flyrods Mike Kühn will refund the costs of the return. If the return is not prepaid Fine Flyrods Mike Kühn will not receipt the product and it will be sent back immediately.

4. The refund of the selling price on return

4.1

Immediate or the latest within the time of two workdays after the receipt of the product Fine Flyrods Mike Kühn will refund the selling price and the probable costs of the return. For that the costumer has to give the bank details.

4.2

A refund of the forwarding costs are only made in the case of a warranty.

4.3

A claim on refund of the whole selling price is not accepted when the value of the product is impaired - by usage, which goes beyond the usual testing of the product as it is common in a shop

- by a damage of the product and its packaging

- by other circumstances which the costumer has to stand for

In this case Fine Flyrods Mike Kühn will make an individual adequate deduction of the depreciation. If the depreciation of the product is so monumental that a selling of the product is impossible for Fine Flyrods Mike Kühn the taking back of the product is impossible.

5. Prices and terms of dispatch

5.1

The prices are valid which are displayed at the time of order on the internet sides. A correction of a possible error is reserved for Fine Flyrods Mike Kühn.

5.2

All prices are in Euro and include the value-added tax. The tax can be displayed separately if wished. For Non-EU costumers applies gross is net.

5.3

Up until a value of the product of Euro 400,00 we charge a standard

- Euro 5,90 for shipping within Germany
- Euro 12,00 for shipping to countries of the European Union
- Euro 25,00 for shipping to countries outside the European Union.

Over the value of Euro 400,00 the forwarding costs are free. For deliveries abroad the virtual costs are calculated.

5.4

The delivery of the product takes place exclusively against prepayment by bank transfer on the bank account of Fine Flyrods Mike Kühn or paypal. On the will of the costumer an appointment of a collection of the product against cash payment can be arranged. There will be no delivery of products by pay on delivery.

5.5

The delivery of the product takes place within five days from the receipt of the payment. The costumer will be informed by Fine Flyrods Mike Kühn about any delays.

5.6

With the acknowledgement of the order the product will be reserved by Fine Flyrods Mike Kühn. If a payment doesn´t take place within 10 days after the conclusion of the contract Fine Flyrods Mike Kühn reserves the domain of the product. The collection of several bargains is possible and needs a timely information of the costumer to Fine Flyrods Mike Kühn.

5.7

The product will be usually sent as an insured parcel. If the costumer wishes a different kind of delivery Fine Flyrods Mike Kühn will fulfil this under the risk of the costumer. If there are small parts of lower value Fine Flyrods Mike Kühn will choose in each individual case the more favourable price for the delivery.

5.8

Has the costumer informed in the period of time mentioned in 7.7 that the product has been damaged or got lost on the mailing route Fine Flyrods Mike Kühn will make investigations on it. Fine Flyrods Mike Kühn is not committed to make a compensation delivery as long as the damage of the delivery is not clearly determined or the investigations have not yet been completed.

6. Reservation of ownership

If in an exceptional case based on a written contract the delivery takes not place by prepayment the ownership of the delivered product will be converted to the costumer only when fully paid. The costumer is the owner of the product when he has paid for it. As long as Fine Flyrods Mike Kühn is the owner of the product the costumer has to inform Fine Flyrods Mike Kühn when a third person commits rights on the product.

7. Warranty

7.1

There is a two-years-guarantee on every new fly rod on the material and producing faults for the first owner by Fine Flyrods Mike Kühn. This guarantee does not cover a damage of the fly rod done by misuse, fire, thievery, purposefully breaking or changing by the owner. If blanks or other components of the delivered fly rod are not available Fine Flyrods Mike Kühn decides about the best way of realisation of the warranty. In this case Fine Flyrods Mike Kühn will provide a qualitatively equal replacement.  In the case of a warranty, please send only the complete fly rod with a copy of the bill to:

Fine Flyrods Mike Kühn

OT Mühlenbeck

Feldheimer Str. 4b

D-16567 Mühlenbecker Land

Germany

7.2

The costumer has the right of amendment or a compensation delivery if the delivered product has faults. The costumer has to inform Fine Flyrods Mike Kühn about this. Only after two failed attempts of amendment of Fine Flyrods Mike Kühn the costumer has the right to reduce the selling price or resign from the contract.

7.3

If the product has faults and the costumer decides for a repair of it he has to send the product immediately to the producer of the product. Fine Flyrods Mike Kühn will provide the costumer with the address. Fine Flyrods Mike Kühn refunds the forwarding costs if the producer doesn´t adopt the costs.

7.4

Information about the function and usage of the products are given by Fine Flyrods Mike Kühn to the best of his own knowledge and belief. These information are no guarantee for the quality of the product.

7.5

Fine Flyrods Mike Kühn is entitled to depend warranties on the return of the damaged product to Fine Flyrods Mike Kühn or the producer by the costumer until the complaint is verified. If the fault is not ascertainable or if it is caused by the costumer the warranties are excluded. The defect product will then be sent back to the costumer on his expenses as long as he hasn´t declared to pay for the repair of the product.

7.6

A copy of the bill is a proof of the guarantee.

7.7

Damages due to transportation are only accepted if Fine Flyrods Mike Kühn has been informed immediately up until the latest of 48 hours after the receipt of the product by written paper or e-mail.

8. Liability

A liability of Fine Flyrods Mike Kühn which reaches beyond the terms written in 7 is excluded as long as the cause of the damage is not based on purpose, negligence, concealing of a fault or the lacking of a guaranteed feature.

9. Acts of God

If Fine Flyrods Mike Kühn can´t fulfil a contract due to Acts of God he is excluded from the duties for the time of the hindrance. If it is impossible for Fine Flyrods Mike Kühn to deliver the product longer than a month due to the Acts of God the costumer has the right to resign form the contract. The costumer has no more rights beyond this point.

10. Other

10.1

Other terms differing from or completing the written above need to be in a written form to be valid.

10.2 Secrecy obligation

The purchaser entitles Fine Flyrods Mike Kuehn to process, to save, and to evaluate the client´s data as attained within the business relationship in the sense of the German Data Protection Act ("Bundesdatenschutzgesetz"). Fine Flyrods Mike Kuehn will save and use the personal data of the customer exclusively for attending the customer´s orders and possible complaints. Fine Flyrods Mike Kuehn uses the e-mail address of the purchaser only for informative letters related to the customer´s purchase orders and to inform him about recent offers by Fine Flyrods Mike Kuehn. The purchaser has the right to demand disclosure and rectification or disabling of his data stored by Fine Flyrods Mike Kuehn. The customer´s data will not be disclosed to any third parties.

10.3

Apart from that all lawful determinations are valid.

10.4

The German law is valid. The prevalence of the “Treaty of the United Nations about the contracts about the international product-buying from the 11th April 1980” is excluded.

10.5

Place of performance is the firm of Fine Flyrods Mike Kühn. Competent court of jurisdiction is Mühlenbeck.