

General Terms and Conditions and Consumer Information

1. Preface, Applicability

1.1. The following [General Terms and Conditions](#) (GTC) apply for all orders placed using our "worldvoyager1" account or rather in our eBay shop at eBay. General terms and conditions of the buyer, which contradict or differ from the following terms, do not apply. The following terms and conditions also exclusively apply, if we implicitly execute the delivery and service with the knowledge of the buyer's contradicting or conditions differing from the following terms and conditions.

1.2. Deviations from these General Terms and Conditions, supplementary agreements and subsidiary agreements require our explicit confirmation.

2. Possibility of storage, access to the contract wording, confirmation of order receipt

2.1. Normally you can simply print this document here or save it using your browser (=> save file as...). You can also download this document as a PDF file

For reading you will require the free Adobe Reader programme (downloadable on Adobe's producer page). Should this not be presently possible, you can also find the GTC on the -page under our eBay name "worldvoyager1": [General Terms and Conditions from worldvoyager1](#)

2.2. Due to security reasons your precise order data is not immediately available. However for a limited time eBay offers the buyer the opportunity of viewing the data in "My eBay". If you have given us feedback, you can also access the data for a limited time period in our feedback, should it be a matter of a public transaction at eBay.

2.3. Furthermore you will receive an order receipt confirmation email after your order, which also contains all relevant data (also these GTC with the cancellation instructions) which you can save. Should you have not received this mail within two (2) hours after your order, please first check if the message was not blocked by a spam filter - this occurs frequently in the case of freemail addresses. Otherwise please resort to the initially indicated contact data.

3. Language and Contract Conclusion

3.1. Momentarily you can obtain our offers and with them the opportunity of concluding a contract in the German and English language.

3.2. By using the Buy It Now option, you are placing a binding order for the merchandise contained in the offer. The sales contract is accomplished with your bid, unless conditions contained in the offer are not met (for example inadmissible country of delivery). For auctions, the sales contract is accomplished, if you are the highest bidder at the time the auction ends.

4. Prices and Terms of Payment

4.1. All prices are quoted in Euro. Starting bids at eBay auctions increase according to the bids. Buy It Now prices and the resulting highest bid at the end of an auction contain the statutory value added tax and do not include costs for shipping and packaging. The routine eBay fees which accrue for the offer and the sale are at our expense - as designated in the eBay General Terms and Conditions.

4.2. We offer you the alternatives of payment via PayPal or by bank transfer to our account. The invoice number as well as the bank data can be found on the invoice. You also have the alternative of cash payment during pick up at our warehouse in 77790 Steinach, Dörfle 5 during the following indicated business hours:

Mondays through Thursdays: 8 am - 4 pm
Fridays: 8 am - 3 pm

5. Offsetting, Right of Retention

5.1. You are entitled to the right of offsetting when your counterclaims have been legally determined, are indisputable or accepted by us.

5.2. You are only authorised to exercise a right of retention insofar your counterclaim is based on the same contractual relationship.

Right of Cancellation for Consumers

Statutory information for the right of cancellation in distance selling for consumers:

Right of cancellation

If you are ordering for private purposes, as a consumer, you are no longer bound to your declaration of intent directed towards contract conclusion, if you have cancelled it in due time

Exercise of cancellation

The cancellation need not contain any reason and is to be declared to the entrepreneur in the written form (e.g. letter, fax, email) or by returning the merchandise within 1 month; the punctual dispatch of the cancellation or the merchandise suffices for ensuring the time limit. The notification of cancellation is to be sent to:

Erwin Rastetter

Dörfle 5

77790 Steinach

Fax: +49(0) 7832 9611716 E-Mail: info@emartec.com

Your Erwin Becherer

Course of the revocation period, commencement of the time limit

The course of the revocation period only commences in compliance with various legal requirements. For electronic orders on the Internet for example, provisions for the support of recognising input errors and information on this as well as, among other things, essential information regarding contract conclusion and contents, contract language and storage of the contract wording must be made available to the consumer on the part of the entrepreneur. Furthermore the consumer must also be additionally informed of essential information regarding the offer and the contract in the written form.

In no case does the course of the revocation period commence until the consumer has received the notification of the cancellation instructions in the written form (e.g. letter, fax, email) as separately given, clearly formed instructions; the time limit for shipments does not commence until the day the addressee has received the merchandise.

Commencement of the time limit is the first day after day ends on which the last requirement has been met.

Cancellation Consequences

Return

In the event of an effective cancellation both parties are obligated to warrant return of services rendered and if applicable to release profits which were made (e.g. interest). Package transportable merchandise is to be returned at our costs and risk. Non-package transportable merchandise will be picked up at our costs and risk. However, you must bear the costs for the return shipment if the delivered merchandise corresponds to the merchandise ordered and if the price of the merchandise which is to be returned, does not exceed the amount of 40 Euros or in the case of higher priced merchandise, you have not yet rendered the return service or a contractually stipulated partial payment at the time of cancellation. Otherwise the return shipment is free of charge for you.

You must fulfil obligations for the reimbursement of payments within 30 days after dispatching the notice of cancellation.

Obligation for value replacement and information regarding avoidance

Should you not be able to return the rendered service completely or partially or only in a declined condition, we are, under certain conditions, entitled to demand value replacement.

A condition for an obligation for value replacement for a decline of the merchandise resulting from the intended commencement of use of the merchandise, is the notification of the instructions regarding a possible obligation for value replacement and a possibility of avoiding it, in the written form (e.g. letter, fax, email) at contract conclusion. An obligation for value replacement does not exist, among other things, if the decline of the merchandise can be solely attributed to its examination - as it would have been possible for you in a store.

Furthermore you can avoid the obligation of value replacement by not using the merchandise as an owner would and by refraining from anything that affects the market value of the merchandise.

For our contracts concluded with consumers at eBay, you are only faced with claims for value replacement for an intended commencement of use due to the requirement of the written form, if you have, as an exception, received the instructions regarding the value replacement in the written form, for Buy It Now offers, before placing your order; the condition for auctions is that you have received the instructions in the written form before the end of the auction or rather as second bidder, before contract conclusion.

Non-existence of the right of cancellation

Legal exceptions of the right of cancellation apply (§ 312d clause 4 German Civil Code), in which we reserve the right to refer to the following regulations in reference to you, should the requirements exist:

A right of cancellation does not exist for distance selling contracts for the delivery of merchandise which was manufactured according to customer specifications or which is distinctively custom -designed.

End of the cancellation instructions

7. Delivery, Transfer of Perils

7.1. We deliver worldwide. 7.2. We can determine the type of shipping, the shipping route and the company assigned

9.3. Please contact our after-sales service for service enquiries, which you can reach as follows:

with the shipment according to our equitable discretion. Delivery is executed up to the first lockable door of the delivery address indicated by the buyer provided that no other agreements were made. 7.3. The delivery time is adequately prolonged in the case of strike measures and lockouts which affect delivery as well as other circumstances which we are not responsible for, in particular in the case of delivery delays due to force majeure. We will inform the buyer immediately of the beginning

and ending of such hindrances. 7.4. In the case of mail order purchases the risk of accidental loss and accidental decline of the purchased merchandise for consumers is transferred to the consumer with the delivery of the merchandise to the consumer or an addressee determined by the consumer. This applies independent of whether shipment is effected insured or not. For entrepreneurs the risk of accidental loss and accidental decline of the merchandise is transferred to the entrepreneur with delivery, in the case of mail order purchases it is transferred to the entrepreneur with delivery of the merchandise to the forwarding agent or to another person or institution assigned to executing shipment.

8. Retention of Title

We retain the title of the delivered merchandise until complete payment of the sales price has been effected.

9. Information regarding statutory warranty

9.1. The statutory warranty period of 2 years applies for the merchandise we deliver. The time limit commences with the delivery of the merchandise.

9.2. We are obligated to render supplementary performance, i.e. rectification of deficiencies or replacement, according to your choice for defects during the warranty period which are subject to the statutory warranty, whereas the right of choice can be limited if statutory conditions exist. Should we not be prepared or able to rectify deficiencies or to replace the defective merchandise or should this be prolonged exceeding an appropriate time limit due to reasons which we are responsible for or should the rectification of deficiencies or replacement fail in other ways, you are, according to your choice, either entitled to demand a respective reduction of the purchase price or to withdraw from the contract.

Claims for compensation can also exist if statutory requirements are existent. Furthermore cancellation as well as compensation instead of the complete service are excluded, if the deficiency only insubstantially reduces the value or the efficiency of the purchased merchandise or rather of the work.

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10. Data Protection

10.1 We point out that your order and address data are stored. Storage and use of your data is conducted in line with the purchasing process (also by means of transmission to the appointed purchase processing partners or shipping partners), possible cases of warranty and for our own advertising purposes. You can object to the use of your data for advertising purposes at any time by briefly informing us and we will immediately include you in our lock file.

10.2. We do not use data for advertising purposes which we receive from eBay for contract processing without the buyer's consent. Furthermore please observe the eBay data protection information.

10.3. According to the German Data Protection Act, customers have the right to gratis information regarding their stored data as well as, if applicable, a right of correction, disabling or deletion of this data. For questions regarding collection, processing or use of individual -related data, for information, correction, disabling or deletion of data, please contact:

Erwin Rastetter, Dörfle 5, 77790 Steinach Telefax:
+49(0)7832 9611716
E-Mail: info@emartec.com

11. Applicable Law

The laws of the Federal Republic of Germany apply for all legal transactions or other legal relationships with us.

The UN Convention on Contracts for the International Sale of Goods (CISG) as well as any other intergovernmental agreements, also after their assumption to German law, do not apply. This choice of law only applies for contracts with a purpose which cannot be attributed to the occupational or commercial activities of the beneficiary (contracts with consumers) as far as the guaranteed protection is not revoked by mandatory provisions of the law of the country in which the consumer generally resides.

Information according to the Battery Ordinance

As an end consumer you are legally obligated to return used batteries.

You can bring your used batteries to the public collection points in your community or return them anywhere where batteries are sold. Batteries which you obtained from us can be returned to us gratis after use or sent to us via mail.



<= This sign means that you may not dispose of batteries with household garbage.

Underneath this sign you can additionally find the symbols which are listed below with the following meaning:

Pb: Battery contains lead

Cd: Battery contains cadmium

Hg: Battery contains mercury

Date: Dezember 2010

Your Erwin Rastetter