

General Terms and Conditions of Schirm Oertel, Bremen

Management information

The domains "www.european-umbrellas.com" and "www.regenschirme.de" and the online shops are managed by Schirm Oertel based in Bremen, Germany.

Schirm Oertel
Rud. Oertel Inh. Dorrit Gramke e.Kfr.
Sögestr. 76
D-28195 Bremen

Tel: +49-(0)421/12500
Fax: +49-(0)421/1690896
email: shop@european-umbrellas.com

Availability: on weekdays between 10:00 am and 7:00 pm, Central European Standard Time (CET), 1 hour ahead of Greenwich Mean Time (GMT+1)

Responsible for the general management of the firm, as well as the websites and Internet shop: Mr Rainer Gramke.

Bank information
Bremer Bank, Bremen Account No. 0 101 167 400
Bank code: DRES DE FF 290

Commercial register: Bremen Local Court HRA 10318

VAT Identification Number: DE 114 387 142

StNr.: 73-206-87017

Product prices

All prices are net prices in Euros and include 19% VAT. In effect are those prices valid at the time of ordering. For customers from outside the European Union VAT is deducted during the order process. Prices in US-Dollar are shown for illustration purposes only.

Payment conditions

Payment can be made Bank to Bank Wire Transfer or with a credit card (American Express, Mastercard, VISA). If you pay by credit card, payment occurs upon shipment of the good(s). You may also order by faxing Schirm Oertel, Bremen at: ++49-421-1690896.

Contract fulfilment

The representation of products in this online shop does not represent an offer in terms of paragraph 145ff. of German Civil Code. By clicking the "order"-button the customer makes an offer in terms of paragraph 145 of German Civil Code for all products contained in the shopping-basket. After ordering you will immediately receive an order confirmation by e-mail. This email receipt closes the sales contract. Please review this to make sure your order information is correct, and let us know right away if there are discrepancies.

In case of possible errors in the assortment's specifications in the email order confirmation Schirm Oertel reserves the right to make a counteroffer.

Contract language: English or German

Sales and Customer Service

You can contact our customer service for questions or complaints weekdays between 10:00 am and 7:00 pm Central European Standard Time (CET), 1 hour ahead of Greenwich Mean Time (GMT+1)
Tel.: +49 (0)421-12500
or via email: schirm-oertel@regenschirme.de

Guaranteed return policy

Withdrawal

Right of Withdrawal

You can withdraw from your contract either in written form (e.g. letter, fax, email) within two weeks without specification of reason, or by returning the product. Respite commences at the earliest at the time of receipt of the products and a printed copy of the rights to withdrawal. Punctual return shipment of the respective goods is sufficient for ensuring the withdrawal respite. Withdrawals should be directed to:

Schirm Oertel, c/o Rainer Gramke, Sögestr. 76, 28195 Bremen, Germany, Fax: +49 (0)421 1690896, E-Mail: schirm-oertel@regenschirme.de

Withdrawal Consequences

In the case of an effective withdrawal, mutually accepted rendered services/goods are to be returned and if applicable, interest drawn is to be reimbursed. If you can only return the accepted services/goods in part or not at all, or in a declined condition, you must issue compensation. This does not apply to surrendered goods if their declined condition is solely due to their control and inspection as is possible in stores. You can avoid value compensation if you do not treat the goods as if you owned them, avoiding such handling that would devalue them. When returning goods with an overall total of up to 40 euros, you must cover the postage costs if the delivered goods conform to the ordered goods. In other cases, return shipment costs will be reimbursed. This does not apply to shipments outside of Germany. In this case, the customer is to cover all shipping costs if the delivered goods conform to the ordered goods.

Special Notice

The right to withdrawal does not apply to contracts for the delivery of goods that are custom-manufactured or personalised for customers (e.g. special customer wishes that were regarded during manufacture of the products)

- End of the withdrawal instructions -

Guarantee

The limitation period for seeking legal remedy regarding defective products is 2 years. Please bear in mind that all umbrellas should be dried out in their open state in order to prevent corrosion. We continue to guarantee you a life-long repair service after the conclusion of this period. The customer bears the mailing costs for any repair shipments.

Reservation of title

The goods remain our property until full payment has been received.

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Data protection statement

You can visit our website without providing personal information. Personal data is only required for ordering products. We will collect and use your personal data exclusively for the processing of your order. We will save your order details and send them to you via email, together with our General Terms and Conditions. Our General Terms and Conditions can be read here. You will not receive any e-mails, letters, or telephone calls from us following the delivery of your order. After delivery of your goods your data will be deleted. As with every other retail business, we are required for tax purposes to keep a hardcopy record for each transaction for 10 years.

Transfer of information

In order to process and deliver your order we will provide your data to the specific shipping firm commissioned with your order.

For credit card orders we will provide your payment details to the respective credit card company.

We will not provide your personal data to other third parties.

Use of cookies

To be able to order from our online shop a so-called session-cookie is set on certain pages. This is a small text-file that is automatically deleted from your computer once the browser session is completed. This file is only used for our shopping basket system.

Security information

We protect the personal data being transferred with a secure SSL connection (Secure Sockets Layer). SSL is a security technology that guarantees that your personal data, the method of payment including credit card information and/or account information, and data about your order are securely transferred over the Internet. The data are encrypted such that they are readable only by the recipient (i.e., Schirm Oertel). Applied encryption protocol: SSL; key length: RSA 1024/128 bit. These data are encrypted:

- Personal data (address, telephone number, etc.)
- Mode of payment (credit card or account information)
- Order information (product details).

Security measures for the prevention of loss and misuse of personal data

When transferring personal data or information Schirm Oertel utilises encrypted technology for highest confidentiality. Our servers implement various security measures and authentication processes to hamper unauthorised access.

Right of access to personal data

Customers have the right to request information, correction, blocking or deletion of their personal data at any time free of charge. Please contact:
Rainer Gramke, Schirm Oertel, Sögestr. 76, 28195 Bremen,
schirm-oertel@regenschirme.de, Tel.: +49 (0)421-12500,
Fax.: +49 (0)421-1690896.

Product presentation

We make every effort to maintain the accuracy of the data we present. Nonetheless, the colours used in the images could vary from those of the actual items. The presentation depends on the hardware being used, as well as the respective monitor settings. Please bear in mind as well that the wooden handles received, as natural products, may vary from those shown in terms of colour, patterns, and wood-grain.

Jurisdiction

In dealings with the final consumer within the European Union the law in effect in the domicile of the final consumer can also be applied to the extent that consumer protection regulations are conclusively involved. If the private final user has no domicile within the European Union, then the jurisdiction of our business location applies (i.e., Bremen, Germany).

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