

Terms and Conditions

of

Honig's Europe, established under German Commercial law, represented by the General Manager Martin Hovora.

Preamble, Applicable Law

Honig's Europe operates Websites that offer and sell products to customers. These Terms and Conditions are a translation of the Honig's Europe "Allgemeine Geschäftsbedingungen (AGB)", general terms and conditions that are attached at the end of this document. In case of any disputes between Honig's Europe and the customer, German law shall be solely applicable, including these German "Allgemeine Geschäftsbedingungen". In the online shop both documents can be [downloaded](#) (PDF-Files, [Download Adobe Acrobat Reader](#)).

§ 1 Choice of products

1. Customers can choose and order products on the Websites
2. Products have product-descriptions that give detailed information to customers
3. Customers can add products to a virtual shopping cart. After having finished shopping the customer is informed about the total price including value added tax (V.A.T.) and shipping costs.

Note: Customers from outside the European Union are not subject to V.A.T., but are responsible for payment of all potential duty, sales-tax and import-tax of their country of origin. Potential duty, sales-tax and import-tax is not displayed during the sales process.

4. Before the order is finally placed the customer is able to check prices and quantities. Customers can change quantities and delete products from the shopping cart before the binding order is finally placed.

§ 2 Return Policy / Revocation

1. Customers that are consumers (non business customers) have the right to revoke their order and return all products (revocation) within two weeks starting from the day of receiving the delivery. If a customer wishes to return products he/she can contact (in writing) Honig's Europe through telefax, mail or email:

Honig's Europe s.r.o.

Pálkařská 225
14000 Praha 4

Czech Republic

Mail: info@honigs-europe.com

It is not necessary to name any reason for the revocation.

2. Consequences of revocation
Customers get full refund if the goods are returned in their original condition to the Honig's Europe service center in Germany (return address is printed on the invoice). If the total order value was higher than 40 Euros or Honig's Europe shipped the wrong products according to the order Honig's Europe will cover the return shipping costs.

Note: Customers from outside the European Union are responsible for return shipping costs and subject to a 10% restocking fee if products are returned.

§ 3 Prices / Shipping costs

1. Prices are valid as shown on the website when the order is processed.
2. All prices are ex warehouse Honig's Europe and include Value Added Tax (V.A.T). Shipping and packing is added extra.
3. The amount of shipping costs can be seen in the shopping cart before the order is finally placed.

§ 4 Contract

1. The order by a customer constitutes merely an offer to Honig's Europe to enter into an agreement. After such an offer was placed Honig's Europe will send an email to the customer that confirms that the order was received (Order Confirmation). The Order Confirmation does not yet constitute a binding contract of sale. A binding contract of sale shall come into being if, when and only to the extent to which Honig's Europe ships a product and confirms the shipping with a 2nd document (Shipping Confirmation). A contract of sale will not come into being with products that were ordered and are not included in the Shipping Confirmation.
2. If Honig's Europe is not able to deliver products that have been ordered, particularly if Honig's Europe suppliers are not fulfilling their obligations, Honig's Europe can cancel orders or parts of orders. In this case the customer is informed immediately by email.

§ 5 Terms of payment / Conditional sale

1. Honig's Europe issues an invoice for all ordered products that is either send to the customer by email prior to delivery or together with the delivered goods. The general payment term is payment in advance by credit card, Paypal (www.paypal.com) or bank transfer (see below for Honig's Europe bank account). The accepted payment methods can vary depending on the customer's country of origin.
2. Prices stated in the invoice include Value added Tax (V.A.T.) if the products are shipped within the European Union.

Note: Customers from outside the European Union are not subject to V.A.T., but are responsible for payment of all potential duty, sales-tax and import-tax of their country of origin.

3. If the customer is a private consumer a delay of payment will result in a default interest of 5% above the base lending rate of the European Union. If the customer is a business customer (company) a delay of payment will result in a default interest of 8% above the base lending rate of the European Union.
4. All products remain property of Honig's Europe until they are completely paid for (Conditional sale).

§ 6 Liability for defects

1. The Customer has to report any defects of the product immediately to Honig's Europe. If products are returned Honig's Europe will cover the shipping costs for customers within the European Union.
2. Liability for defects claims do not exist if
 1. nature and character of deviation is insubstantial
 2. useability is only affected insubstantially
 3. wear and tear of product
 4. product was modified by customer or third party, improperly maintained, repaired, used or exposed to ambient conditions that are not corresponding to the manufacturers instructions for use unless the customers provides evidence that the defect was not caused by the above circumstances.
3. Liability for defects only exists if the defect was already existent before passing of the risk.
4. If a defect is existent at the time of the passing of risk, Honig's Europe can choose between rectification of defects or replacement delivery. All replaced parts become property of Honig's Europe. If the rectification of defects and replacement delivery fail because the costs would be disproportional or exceed a written set time limit the customer has the right to choose between cancellation of the contract or abatement of the purchase price. If Honig's Europe has delivered a replacement product the customer has to give back the defect product and pay for potential advantages he had from the product. In case of contract cancellation the customer receives a refund consisting of the original price less the advantages from the usage of the product. The advantage is calculated by comparing the time of usage by the customer to the regular life span of the product.
5. The Liability for defects is limited to 12 months from the time of delivery.

§ 7 Limitation of liability

1. As far as these Terms and Conditions do not state anything to the contrary there are no further customer claims applicable (regardless of reason). In particular, Honig's Europe is not responsible for any defects that have not originated on the product itself, particularly not for loss of profit or other asset loss.
2. This limitation of liability (1) does not apply if
 1. the cause of the damage was an act of gross negligence or wilful intent by Honig's Europe
 2. Honig's Europe neglected essential business duties it has to take responsibility for

§ 8 Force majeure

1. If Honig's Europe can not render services due to force majeure it is relieved from its duties during the duration of the cause.

2. The customer can cancel the order if Honig's Europe can not execute the order for longer than one month.

§ 9 Privacy

The execution of orders is done by electronic data processing. By accepting this document the customers also accepts that personal data is processed that Honig's Europe needs to correctly ship, bill, and contact customers regarding an order. The customer also accepts that Honig's Europe gives personal data to business partners needed to fulfil the order (f. e. dispatch and payment).

1. Personal data
We gather only the information necessary to correctly ship, bill, and if need be, contact you regarding an order.
2. Disclosure of Personal Data to third Parties
We will disclose data only to our dispatch- and payment partners and only on a need to know basis for them to execute customer orders. Besides that we will neither sell, rent, lease, trade, nor otherwise disclose any of your information to anyone for any reason.
3. Cookies
Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your Web browser to enable our systems to recognize your browser and to provide all features of our website. Most browsers can be set to prevent them from accepting cookies. However, if you disable the Cookie feature, you will not be able to make use of all features of our website.
4. SSL Socket Layer (SSL)
A Secure Socket Layer (SSL) is an industry standard used to encrypt information provided online. When you are asked to give personal and credit card information, a SSL will always be in use for your protection.
5. Changing Personal data
You can change your personal data anytime by logging into your account. For safety reasons, you can not delete your account by yourself. If you want to get your account deleted or if you have any questions about privacy you can contact us anytime. Please use the Contact form on our website.

§ 10 Final provisions, Governing law, Place of Jurisdiction

If any part of the above provisions should be invalid for violation of mandatory law then all other provisions shall not be touched by this circumstance. Honig's Europe and the customer will then replace the invalid provision by a valid provision that comes closest to the intention of both parties.

The customer agrees that the laws of the Federal Republic of Germany shall exclusively govern the business relationship between Honig's Europe and the customer and any dispute of any sort that might arise between the customer and Honig's Europe. The customer also agrees that for all legal disputes the Courts of Mainz, Germany shall have exclusive jurisdiction, unless this is prohibited by mandatory law.

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