

Conditions of Delivery and Sale

This is a courtesy translation of the original Conditions of Delivery and Sale of www.guldusi.com (Allgemeine Liefer- und Zahlungsbedingungen – “AGB”).
In case of doubt, the German version prevails.

1. Scope of Application

These Conditions of Delivery and Sale apply to the sale of hand made Afghan embroidery by the Deutsch-Afghanische Initiative e.V. (“DAI”) through the website www.guldusi.com to consumers only, as defined by the German Civil Code (“BGB”) under § 13 (“purchaser”).

The embroidery offered are all unique and can differ in colour and appearance from the original as displayed on the website.

As purchaser, please read carefully the following Conditions of Delivery and Sale before you submit your order through www.guldusi.com. By placing your order on www.guldusi.com you agree with the Conditions of Delivery and Sale and acknowledge that any differing terms or conditions of yours are not accepted.

2. The Contract

Your order through www.guldusi.com constitutes a binding offer to DAI to enter into an agreement to purchase the product(s) in your order. As soon as your order has been placed the availability of the embroidery will be verified. Your order will be processed as soon as possible. Because the manager of this project is traveling a lot, a delay in the communication may occur and the embroidery may arrive at your place only after a while (max. 4 weeks).

Please be aware that all embroidery are usually available and the orders will be processed consecutively. However, it may happen that more than one order for the same embroidery are placed at once so that your order cannot be fulfilled. In this case you will be notified by email.

The contract with the purchaser is concluded either by the receipt of an electronic confirmation by the purchaser or – at the latest – by the dispatch of the embroidery.

3. Pricing

The price for the respective embroidery can be found on www.guldusi.com. All prices are inclusive of legally applicable VAT, even if purchased from abroad.

4. Shipping and Costs

Products are only shipped within the EU at the purchaser’s expense and risk.

Postage is calculated according to the actual costs charged by the German Postal Service for letters and parcels. You will be informed of these costs with the notification of the availability of the embroidery. There is no extra charge for packing.

5. Retention of Title

All products delivered to the Purchaser remain the property of DAI until payment of the products is received in full.



6. Payments

The purchase price including postage is due in full instantly. As note to payee please use “Embroidery-BRD and *invoice number*”.

Make payments to:

Account holder: DAI e.V.

Bank: Volksbank Freiburg

IBAN: DE 44 6809 0000 0016 6584 05

BIC: GENODE61FR1

Please note that you are responsible for any fees that DAI might be charged for your payments. As the women in Afghanistan are paid for each embroidery and the prices are closely calculated, the DAI cannot incur any additional fees and costs. This is also the reason why no volume discount can be offered.

7. Right of Revocation

a) Instructions of revocation

As a purchaser you have a legal right of Revocation, meaning you have the right to withdraw from this contract within 14 days after order is placed. You must declare the revocation of your contractual statement explicitly to me: (Pascale Goldenberg, Hofackerstr. 7, 79110 Freiburg) in text form e.g. via postal letter, Fax, e-mail to Goldenberg-Freiburg@t-online.de or phone-call to +49 761 788 56. The order confirmation sent to you per e-mail contains a sample Revocation-Form as a pdf file which can be used in such a case, but is not compulsory – an informal revocation is sufficient. To comply with the deadline it will suffice for you to send your notice of revocation before expiration of the term. We will confirm our receipt of your revocation in writing (either via e-mail or mail).

b) Legal Consequences of Revocation

Once this contract has been revoked, the invoice sent with the goods becomes invalid. Payments already received at the time of revocation are to be reimbursed including paid delivery fees (with exception of additional costs ensued through the purchaser’s choice of alternative and more expensive method of delivery than the standard and most advantageous method offered by us), immediately or at the latest within 14 days after receipt of revocation. The method of reimbursement will be identical to your method of payment unless otherwise stipulated between the contractual partners. Under no circumstances will fees be charged to you for reimbursement.

The goods are to be returned to us immediately or within 14 days at the latest after the date of revocation. The deadline is adhered to if the goods are sent before expiration of 14 days. You bear the direct cost of reshipment. The purchaser is only then responsible for a possible loss in value of the goods if the diminish in value is a result of unnecessary handling in examination of the product’s workmanship, quality and functionality by the purchaser.

Obligation to reimburse payments must be fulfilled within 14 days. This term begins for you with dispatch of your revocation or the goods and for us upon receipt of these. End of instructions concerning the right of revocation.



We kindly ask you to bear the costs for the return shipment as well as the initial shipment to you in case you exercise your right of revocation. The reason for this request is that the prices for the embroidery are calculated very closely and in order to send as much money to Afghanistan as possible, no additional costs should be incurred by DAI. This clause is only formulated as a request as the seller is obliged by law to bear the costs of the initial shipment.

8. Defects

In case the products have any defects, the legal warranty claims apply.

9. Applicable Law / Place of Performance

These conditions are governed by and construed in accordance with the laws of Germany. The United Nations Conventions on Contracts for the International Sale of Goods does not apply. Place of Performance for the delivery of the products is the headquarters of the DAI, Freiburg, Germany.

10. Miscellaneous Provisions

In case any of the provisions of the agreement of sale including these Conditions of Delivery and Sale are found to be invalid, the remainder of the contract as well as the Conditions of Delivery and Sale shall be in effect.

www.guldusi.com

Contact of the embroidery project:

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