

General Terms and Conditions (GTC) of CFG Fischer GmbH

1. General

The CFG Fischer GmbH operates a sales platform on the Internet for Stollen, Christmas cookies and other products. All contractual relations between the gourmet Dresden and their buyer / customer are exclusively subject to the time the contract current General Terms and Conditions. Conditions deviating from these individual agreements are expressly confirmed in writing. Contractors are CFG Fischer GmbH Dresden in Dresden as the seller and the purchaser or customer as a buyer. German law applies. Jurisdiction is Dresden. The contract language is German.

2. Delivery terms

2.1.

Prerequisite for delivery is a binding order by e-mail, in writing or by fax with full information of name, first name, postal address, Tel or e-mail address, specifying the payment process and possibly the desired delivery.

2.2.

When ordering, you will receive a confirmation via e-mail. Please check your order again using our order confirmation.

2.3.

Retention of title: The goods remain our property until full payment.

2.4.

If the delivery address submitted incorrect or the addressee is not found or the package is not picked up at the post office, the customer is responsible, and the resulting return costs within Germany amounting to 4.00 Euro per shipment, or 11.90 € from abroad.

2.5.

PREFERENCE STATEMENT

If customs privileges can be granted for a good on the basis of its preferential status, we shall, upon request, provide a declaration of preferential status (supplier's declaration, declaration of origin on the invoice) in automated form without separate signature if the legal requirements are met. We confirm that the declaration of preference is made in accordance with our obligation under Article 5 (3) of Regulation (EC) No 1207/2001.

2.6.

The buyer is obliged to accept the goods ordered. If the goods are going to another delivery address, it shall ensure that it is accepted there. If we receive the packet back, we get the invoice amount and the return costs.

3. Delivery time

3.1.

We ship after payment has been received within 2-5 working days. If there are delivery delays, we will notify you by e-mail or telephone. We have no influence on the transport route. Our influence expires with the transfer to the shipping company or the forwarder. We are not liable for the term of the goods, as soon as this has been handed over to the shipping company or the forwarding company.

3.2.

With dispatch with date, we consider the average dispatch time of the parcel service. Experience has shown that the transit times of shipments abroad from mid-November to the end of December can deviate significantly from these values. Particularly affected are shipments to the US. Please take this into account when placing your order. We can not give a guarantee for the adherence to the indicated desired delivery date, since we have no influence on the dispatch way and arising delays.

4. The ordering process consists of the following steps:

4.1. Choice of products and storage in the cart

4.2. Change the order quantity in the cart (delete, update, other orders)

4.3. Enter the delivery or invoice address and payment method

4.4. Shipping fees are calculated currently online.

4.5. Control the order in the order overview

4.6. Final order inquiry - order now (Buy)

4.7. Sending the order confirmation - Invoice

4.8. Show the order with option to print the order

5. Payment arrangements

5.1.

Bank Transfer: After receipt of the invoice amount, we will ship your order.

5.2.

Payment via PayPal: PayPal enables you to pay easily, quickly and safely. The accumulating PayPal fees contributes CFG Fischer GmbH Dresden.

5.3.

Sofortüberweisung

5.4.

Cash on collection of the goods by prior agreement

5.5.

The customer is not entitled to a specific payment method. CFG Fischer GmbH Dresden reserves the right to indicate a different payment method. For orders from abroad, the delivery is only against advance payment.

6. General informations

6.1.

We guarantee that the goods leave our company in a high quality. The risk of accidental deterioration and loss passes upon delivery to the parcel service to the customer.

6.2.

We shipping worldwide.

6.3.

The delivery is by parcel service or trucking of our choice.

6.4.

The prices are final, VAT is included and is shown on the invoice. The shipping costs are listed separately on the invoice.

7. Storage and perishability of Stollen

For maximum enjoyment you should note proper storage, as this is crucial for the quality and durability of the Stollen. Provide a cool storage at elevated humidity, so the noble Christmas Stollen will retain its excellent taste and the moisture for several weeks.

7.1. Storage:

If possible, store at 50 - 80% relative humidity.

The temperature should be in the range between 10 and 18 degrees Celsius.

The Stollen are not directly exposed to the sunlight.

Storage in the original box or original can

7.2. Perishability:

Raisin Stollen: at least 16 weeks

Almond Stollen: at least 6 weeks

Almond Paste Stollen: at least 6 weeks

Poppy Seed Stollen: at least 2 weeks

8. Complaint / Exchange

Transport damage - defects. The goods must be inspected upon delivery by the transport company by the purchaser. Visible transport damage must be reported in the receipt of goods to the delivery and confirmed in writing by the transport company. Obvious defects in the goods must be immediately reported CFG Fischer GmbH Dresden, at the latest within 7 calendar days after their appearance in writing or by fax. The goods must be returned to CFG Fischer GmbH Dresden for testing. When returning the claimed goods, the costs are initially borne by the buyer. Upon detection of legitimate claims these costs will be promptly replaced by the seller. The principle of harm reduction and cost reduction applies! The acceptance of any unsolicited COD shipments will be refused by the seller. All connected costs with it shall be borne by the consignor. The inspection of the returned goods to the presence of defects or errors is in the responsibility of the CFG Fischer GmbH Dresden with their audit officer.

With your signature upon delivery, confirm the proper reception. Complaints shall normally be sent immediately in writing (for example by letter, fax or email) to us.

CFG Fischer GmbH
Gambrinusstr. 16
01159 Dresden

Fon: 0351/49 76 63 90
Fax: 0351/49 76 63 92
E-Mail: info@gourmetdresden.de

Our Stollen is produced following the old tradition. This is not a standardized industrial product. In particular, the visual differences are therefore a sign of traditional manufacturing methods and do not represent a defect.

9. Disclaimer

Our liability for material and personal damages - insofar as legally permissible - limited to intent and gross negligence.

10. Right of Withdrawal

Power of revocation

If you are a consumer, you can revoke your contract within 14 days without giving reasons in writing (eg by letter, fax or email or by returning the goods. You can use a sample cancellation form. The use of this form not mandatory.

The return of goods in accordance with Paragraph 8 (perishables) is excluded. The period begins with receipt of the goods and the cancellation policy in writing. To meet the deadline it is sufficient to send the revocation or the goods. The revocation must be sent to:

CFG Fischer GmbH
Gambrinusstraße 16
01159 Dresden
info@gourmetdresden.de

Consequences of Withdrawal

In the case of an effective cancellation the mutually received benefits are to be returned. Can you give us the performance received not whole or in part, or return them in a deteriorated condition, you will be obliged to pay compensation where appropriate. This does not apply if the deterioration of the goods is exclusively due to their inspection, as would have been about you at our store due. Incidentally, you can avoid having to pay compensation by not using the goods as an owner and refrain from doing anything which reduces their value. Transportable items are to be returned at our risk. Obligations to reimburse payments must be made within 30 days after sending your revocation. The costs of returning the buyer takes over.

No right of withdrawal:

Goods that are produced according to customer specifications or clearly tailored to personal needs or which are not suitable due to their condition for a return or spoil quickly or whose expiration date has passed. At Deliveries of Stollen and other foods you have no rights of withdrawal or return pursuant to §§ 355, 356 BGB, because the product is perishable (§ 312 d para. 4 digit. 1 BGB).

End of Withdrawal

11. Data protection

The information you provide will be used by us to process your orders. All information will be treated in strict confidence. A transfer of data to third parties (for example, shipping services) made by us only as long as is necessary for order processing. We assume no liability for data security during transmission of data over the Internet (for example, due to technical problems of the provider) or for any criminal access to files on our website.

12. Validity of the GTC

With an order the general terms and conditions of the online stores are recognized. If any provision of these terms and conditions, for any reason, be invalid, the validity of the remaining provisions will remain unaffected.

Date: April 2019

The above terms and conditions are a translation into English, legally binding is only the German version.

Provider identification:

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01159 Dresden

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Fax: 0351/49 76 63 92
E-Mail: info@gourmetdresden.de

www.dresden-christmas.de

Tax-Nr.: 203/109/08054
VAT-ID: DE 295 720 954