

Legal notices

1. Terms and Conditions

1.1 Prices

All pricing represented on this site is consumer retail pricing in US dollars. For professional pricing, please call customer service at 1-800-423-3405.

While every effort is made to ensure accuracy of the pricing on this website, Bauerfeind USA, Inc. ("Bauerfeind") reserves the right to change prices without notice.

1.2 Sales Tax

All prices do not include any applicable sales tax. If you feel you are exempt from such taxes, please fax or mail a copy of your exemption or resale certificate to the attention of the Customer Service manager at corporate headquarters. You agree to reimburse Bauerfeind for any taxes, interest and penalties assessed due to Bauerfeind's reliance upon any exemption claim made by you.

1.3 Delivery

Bauerfeind ships most orders within 72 hours of receipt within the United States, Canada and Puerto Rico. Orders billing to credit cards are shipped once credit card approval and address verification is made.

Express orders received after 12 noon EST will not be processed until the next business day.

All orders are shipped United Parcel Service (UPS). Services offered are Ground, Next Day Air, Second Day Air and Three Day Select. All applicable freight charges do apply.

Oversized/overweight shipments may require additional shipping charges.

Bauerfeind will not accept liability for delays due to damages to our property or that of its providers, shortage of personnel, strike and limitations due to force majeure.

1.4 Returns

A return authorization (RA) must be issued from Bauerfeind headquarters. Any return without a return authorization number on the outside of the shipping package will be

refused. A time limit of 30 days from the date of purchase for returns applies for all consumer purchases.

All returns must be in original packaging and received in new and resalable condition.

A 20% restocking charge less shipping/handling costs are assessed on all returns. Credits for returns are issued only to original purchaser.

Bauerfeind strongly recommends shipping your return through United Parcel Service (UPS).

Bauerfeind is not responsible for returned packages lost by any delivery service.

1.5 Payment

Bauerfeind accepts Visa, MasterCard and American Express. The credit card you specify will be charged when the order is shipped.

1.6 Ownership transfer

Title to goods herein being purchased is retained by Bauerfeind until goods are paid for in full by you and at that time title passes to you.

1.7 Claims and Warranty

Bauerfeind warrants that all goods will be free from manufacturing defects for a period of 180 days. Normal wear and tear during the usage of the product is not considered a defect.

Your sole remedy for any breach of this warranty will be for Bauerfeind, at its option, to either replace the affected goods or refund to you the purchase price of such goods.

BAUERFEIND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OF IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. Limitation of Liability

Excluding personal injury, Bauerfeind's liability with respect to any goods purchased by you hereunder will not exceed the price paid by you for such goods. In no event will Bauerfeind be liable for any incidental or consequential damages, including without limitation lost profits, even if informed of their possibility.

3. Product Selection

You acknowledge that, in deciding to purchase a particular product, you are not relying upon any advice given to you by Bauerfeind. Bauerfeind will not be responsible for your selection of a particular product and its appropriateness for the treatment of the intended users particular physical condition.

4. Applicable law/jurisdiction

Any purchases by you will be governed by Georgia law, and you agree that any dispute arising out of the purchase of goods shall be brought in the state or federal courts of Fulton County, Georgia and by purchasing any products hereunder you consent to the jurisdiction of such courts.

5. Website Content

Bauerfeind shall not assume any liability for the current nature, correctness, completion or quality of the information provided. All claims to liability against Bauerfeind arising from material or intellectual losses caused by using or not using the information featured or by using faulty or incomplete information shall be ruled out provided that Bauerfeind cannot be proved to be culpable due to its gross negligence or willful misconduct.

All results of searches carried out on our pages shall only be binding after our customer service or field service workers have confirmed them.

To the extent that our pages contain offers, they shall be non-binding and subject to change without notice. Bauerfeind explicitly reserves the right to change, supplement or delete parts of its pages or its entire homepage without prior announcement or to temporarily or finally cease publication. This exclusion of liability shall be considered as a component of its homepage referred to from this page. Provided that parts or individual formulations of said exclusion of liability do not, no longer or not entirely satisfy the requirements of the predominant legal situation, the content and validity of other parts of the document shall be unaffected by this.

6. Links

The obligation for liability with direct or indirect links to external websites (i. e. hyperlinks) outside of the scope of responsibility of Bauerfeind shall only go into operation if Bauerfeind is aware of said content and it is technically capable of preventing the usage of said illegal content and it would be reasonable for it to prevent said usage.

Bauerfeind herewith explicitly declares that it was not possible to identify any illegal content of the linked pages when the link was set. Bauerfeind does not have any influence on the current or future layout, the content or the authorship of the linked pages. This is the reason why it herewith explicitly disassociates itself from all content of the linked pages. This applies to all links set in its own homepage and to external inputs in the guest books, discussion forums, lists of links, mailing lists and all other forms of databases set up by Bauerfeind whose content there is external writing access to. The supplier of the page referred to shall be solely liable for illegal, faulty or incomplete content and in particular losses incurred by the use or non-use of information offered in this fashion.

7. Copyright and Trademark Law

Bauerfeind attempts to comply with the copyrights of the graphs, sound documents, video sequences and texts used in all publications, to use graphs, sound documents, video sequences and texts it has made itself or to use license-free graphs, sound documents, video sequences and texts.

All symbols and trademarks specified within the homepage or protected by third parties shall be governed to an unlimited extent by the provisions of the trademark law presently in force and the property rights of the registered owners. It is not permissible to conclude that trademarks are not protected by the rights of third parties just because they are specified.

Bauerfeind shall retain the copyright for objects created and published by Bauerfeind. It is not allowed to copy or use said graphs, sound documents, video sequences and texts in other electronic or print publications without the explicit permission of Bauerfeind.

8. Privacy

This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyze how users use the site. The information

generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States . Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

Data Protection/ Privacy Policy

If the homepage features the possibility of keying in personal or business data (such as email addresses, names and address), the user explicitly gives these data voluntarily. It is also allowed to use and pay for all featured services without giving said data or giving anonymous data or a pseudonym, assuming this is technically possible and reasonable. We will not provide any information to third parties such as the postal address, phone numbers, fax numbers and email.

In general, you can visit us on the internet without telling us who you are or giving us personal information. There are times when we may need information from you, for instance: to process an order or to correspond. We may supplement this information to complete a transaction or to provide a better service.