

General Terms and Conditions

§ 1 Coverage

The present general terms and conditions contain the general terms and conditions exclusively valid between you and us, Helmut Weitze, Militärische Antiquitäten [Military Antiques], Neuer Wall 18, D-20354 Hamburg, Germany, unless these terms and conditions are changed through written agreements between the parties.

§ 2 Product choice

- (1) You have the opportunity to choose and order articles on our website.
- (2) You can click the desired article on our website. The clicked articles are collected in a virtual basket and you obtain a list of all articles including the total price at the end of your purchase.
- (3) Before the delivery of the order, we offer you the possibility to review your order on its accurate content, especially on price and quantity, and to correct it, if necessary.

§ 3 Data protection

Our data protection information is valid as regards the data protection.

§ 4 Conclusion of the contract

The presentation of our goods is a non-binding offer of our part. Only the order of an article by you is a binding offer according to § 145 German Civil Code (BGB). In case of an acceptance of this offer, we send you a confirmation of the order via email.

§ 5 Validity and observance of the legal requirements, especially of §§ 86, 86 a German Penal Code (StGB)

- (1) We point out that ordered and delivered contemporary and military-historical articles, especially those from National Socialism, are delivered only for purposes concerning the civic information, the defence of unconstitutional and anticonstitutional activities, the scientific and art historical research, the information and reporting on the events of current affairs or the military-historical and uniform research and that this complies with §§ 86, 86a German Penal Code (StGB) as well as with the valid law.
- (2) With his order the purchaser binds himself legally to purchase these objects for historical-scientific purposes for the reasons mentioned in paragraph 1 only and not to use them in any propagandistic way in accordance with §§ 86, 86a German Penal Code (StGB) or in any other criminal or anticonstitutional way. Orders are accepted under these conditions only.
- (3) Cutting, stabbing and thrust weapons are only delivered to persons who have attained the age of 18.

§ 6 Conditions of payment

- (1) The purchase price falls immediately due with the conclusion of the contract. The payment of the goods is usually done by cash on delivery or cash in advance and on account for clients who are

known to us.

(2) All prices are retail prices. Articles without indicated turnover tax are subject to the differential charge according to § 25a German Turnover Tax Law (UStG). Further more, deliveries to third countries are tax-free export deliveries according to § 4 no. 1a German Turnover Tax Law (UStG). Prices of articles which are not subject to the differential charge are indicated with the legal value-added tax.

§ 7 Reservation of ownership

We reserve title to the goods delivered pending payment in full.

§ 8 Terms of delivery

The delivery is carried out in order of the inflow of orders. Accruing shipping charges are indicated in the catalogue as well as during the order procedure. They are indicated seperately on the invoice. We point out that an export shipment can entail higher shipping charges, duties and fees or something similar.

§ 9 Revocation

(1) As a consumer (§ 13 German Civil Code (BGB)) you have the possibility to cancel your order within 6 months on the receipt of the goods without indicating any reason. This cancellation is to be done in writing, in text form or by returning the goods to us. Furthermore, we will buy back any piece for a period of 2 years from the invoice date, for 70% of the retail price paid (reference books and literature not included).

(2) The effective exercise of your right of revocation obliges you to return the goods, if the goods can be send in a parcel. The return is at our risk and at our expense, unless the order is below an amount of 40,00 euros. In this case you have to carry the return charges. In case of a return, please send the goods to: Helmut Weitze Militauml;rische Antiquitäten, Neuer Wall 18, D-20354 Hamburg, Germany.

(3) As soon as we will have received the returned goods, we will immediately grant you the credit via bank transfer or cheque.

(4) In case of a cancellation of the contract you are obliged to pay a compensation for a depreciation due to the use of the article as provided. You have the opportunity to avoid this by checking the article on its use and capability only. Inasmuch no other agreements are made, you are liable for any depreciation or the loss of the article.

§ 10 Warranty

(1) All offered articles are faultless contemporary originals, unless they are explicitly described as being manufactured for collectors. The descriptions are done to the best of our knowledge and belief. We guarantee a right of return on authenticity during 6 months from the date of the delivery.

(2) As far as there is a defect covered by warranty, you are, in the context of the legal provisions, entitled to have the defect repaired, to withdraw from the contract or to reduce the purchase price.

§ 11 Final provisions

(1) German legislation applies, excluding the UN sales law. Imperative requirements of the state where the user has his usual residence remain unaffected.

(2) In the case of an invalidity of individual clauses of these terms or a contradiction of legal requirements, the validity of these terms as a whole will not be affected. The contracting parties will replace the invalid clause by mutual agreement by a clause which comes the closest to the economic sense and purpose of the invalid clause in a legally effective way. The present regulation is equally applied for gaps in the provisions of this contract.

State of the General Terms and Conditions: September 21nd, 2007