

Facts:

A company „BUY MORE“, situated in Germany, is marketing its product (natural object) on a Web-site on the Internet. The products are sent to the buyer by ordinary mail. A buyer, situated in the Czech Republic, acquired information about the products on the company's Web-site and ordered products by filling in a form and submitting the form to „BUY MORE“. The buyer stated his credit-card number and the company charged him for the goods accordingly. „BUY MORE“ has a condition for business on its Web-site providing that all disputes concerning contracts entered into shall be adjudicated by a German court. Upon delivery Czech buyer realized that the product is defective and filed a complaint with the „BUY MORE“. „BUY MORE“ did not accept the buyer's complaint, did not exchange the product and did not return the money paid by the buyer.

Task 1:

Buyer wants to sue “BUY MORE” and chooses you as his attorney. Prepare the action to the court and think of any alternatives or missing details you need to know before you construe your argumentation for the court.

Task 2:

The facts are same as above except that it is the Czech buyer who did not pay and you represent German seller “BUY MORE” who wants to sue.