

## User agreement.

### 1. General

**1.1** The current general conditions of sale apply exclusively to all services and deliveries, and complement the licence conditions of the products given by their manufacturer. All the names of products and logos are the property of their respective manufacturers. Illustrations of the products are only given as example and may differ from the actual appearance of the product. All offers previous to this catalogue become invalid with this publication.

**1.2** All changes of the conditions of sale, all conventions and additional agreements must be made in writing. The conditions of sale in force are the latest published version.

**1.3** All information and offers concerning sold goods are free of all obligation our side. Due to the continuing technical developments and improvements of the products, we reserve the right to modify their construction and appearance to that given in our documents and on the Internet. This is also the case for all modifications relating to shipping times, errors and possible printing errors. The purchasers are reminded that they do not have to accept delivery of products which they would not have ordered, or not ordered in this changed state. Returns and revocation rights §5. Returns take place at the expense and responsibility of the customer.

**1.4** The sales contract is valid upon the arrival of a written confirmation of the order (e-mail is sufficient), or on receipt of the goods by the customer (and after expiration of the legal time granted for returns and revocations). Removal of the original packaging (partially or completely) of the goods implies recognition and acceptance of the copyright, the conditions of guarantee and the licence conditions of the manufacturer.

### 2. Price and payment

**2.1** The prices for delivery are those valid at the date of the order. The currency used for the prices in the catalogue is € (Euros) and does not include the VAT applicable at the time of the writing. In addition to the net prices, invoices show the costs of transport, insurance, packing and current VAT.

**2.2** Modifications of price due to war, customs, costs of import and export, changes in currency rates, allocation wares, imposed prices of the book market, daily prices, etc, are possible. The articles influenced by these modifications in price are marked in the invoices with a \*. Returns, in original packing, are evidently possible.

**2.3** Invoice deliveries (administration, companies) must be paid within 7 days from the date of the invoice without deduction. In the event of delay in payment, we are authorized to invoice interests 5 % higher than the basic interest percentage declared by the Deutschen Bundesbank. We are also authorized to refuse further deliveries to the customer, whatever the contract. We do not take responsibility for any damages caused in holding back of deliveries in this case.

#### Minimal order

Germany: €25, - Abroad: €50, -

Fixed shipping price (until 10kg, inland)

€ 7,95

Fixed shipping price (until 20kg, inland)

according to actual costs.

Abroad: on request

**2.4** The goods remain the possession of the seller until the buyer has fulfilled his part of the contract. If the buyer is a salesman and the contract belongs to his trading conditions, the wares remain the possession of the seller until all demands of the seller's contract, including future, present and past contracts, have been fulfilled. The buyer is entitled to re-sell the goods bought. However, the buyer signs over all demands from the re-selling, up to the value of the original sales contract, to the seller. The buyer is permitted, within the frame of his normal business conditions, to accept payment. The seller can revoke this permission if he has reasonable grounds – especially concerning delayed payment, stoppage of payments, etc.

The buyer is forbidden to pawn or pledge the conditional goods. In the case that the goods are impounded or otherwise restricted by a 3<sup>rd</sup> party, it is the duty of the buyer to immediately indicate the ownership of the goods and to inform the seller of the impounding either by telephone and to follow this up in written form.

On further processing of the goods with other wares not belonging to the seller, the seller is granted a share in the ownership of the finished product according to the proportional value of the seller's wares in the new product at the time of the process.

On deliberate breach of contract, especially non payment, the seller is entitled to re-possess the goods. Repossession of the goods is not a cancellation of the contract as long as the Instalment Sales Statue is not involved.

### 3 Warranty

**3.1** If the goods are defective or do not fulfill the advertised properties, the seller can at his discretion replace it or repair it, under the exclusion of any other warranty claim. If neither replacement nor repair solve the problem, the purchaser may demand a price reduction or cancel the sales contract. Obvious defects must be indicated in writing within two weeks of delivery. If the purchaser does not act within this time, he loses all guarantee. The seller can demand compensation for the time and cost invested in research for an indicated but unproven fault. The maintenance tariff is applied in this case. Second-hand goods are not covered by guarantee.

### 4. Compensation

**4.1** Requests for compensation for breach of contract, error during the signing of the contract or unauthorized trading cannot be brought against the seller and his deputies as long as the breach was not intentional or through negligence. This does not apply in the case of violation of major clauses in the contract. Further, this does not apply to compensation for non-delivery of product characteristics, which arise whilst protecting the purchaser against defective products.

### 5. Rights and duties

**5.1** the purchaser is not authorized to concede the rights and duties of the contract to a third party without the agreement of the seller.

### 6. Validity

Should a clause of these terms of business become invalid, this does not influence any other clauses of the terms. All litigations resulting from a trade between the seller and any legal person of public right are subject exclusively to the competence of qualified German jurisdiction at the commercial seat of the seller.