

General Terms of Business and Payment

General terms and conditions of business and payment of Dr. Benno Raddatz, Verlag Neue Medien (abbreviation for the rest of this document → VNM) for legal transactions world wide

§ 1 Subject of the contract

All deliveries and performances of VNM are exclusively executed according to these General terms and conditions of business and payment (GTB). Regulations different from these GTB, especially in the GTB of the contract partner, only apply if they are explicitly and in writing confirmed by VNM before the contract is concluded. VNM is not obliged to contradict the GTB of the contract partners, not even in the event that in the GTB the validity thereof is named as an explicit condition. VNM declares that it *solely* wants to contract on the basis of these GTB. These GTB apply both to the business presented and to all cases of business to be made in the future, as well as to all data in brochures, price lists, advertisements, data on packages etc. given in connection herewith, regardless of the fact whether they were executed verbally, in writing or on the Internet.

§ 2 Offer, Conclusion

All offers are non-binding and subject to alteration and are executed with the reservation of self-delivery in so far as VNM offers some goods taken from third parties. The conclusion of the contract is materialized when VNM confirms its order in writing, or when the goods/performances are delivered. Information about performance provided by VNM in price lists, catalogues, advertising media, etc., represents *no* offers. Verbal information, supplementary agreements and all other declarations and promises of any kind provided by VNM, also in connection with settling complaints, are invalid provided they are not confirmed by VNM in writing as agreed before the conclusion of the contract. Alterations or supplements to the contract including the GTB must be submitted in writing to come into legal force. This also applies to the cancellation of this rule of writing. The workers of VNM are not authorised to give legally binding declarations, e.g. promises concerning certain terms of delivery. Minor differences from the product data are to be regarded as permitted. To all our offers belonging documents, e.g. designs, samples and catalogs we reserve ourselves the property and copyright, they may neither third persons or enterprises be submitted.

§ 3 Prices

The charge is based on the price valid on the day of the order, plus sales tax (VAT) in the respective legal amount. The prices settled are valid save as provided by an alteration of the production costs. The offers are based on the current rate of the Euro so that VNM is entitled to additionally charge the rate increase; this does not apply provided conclusive legal rules, e.g. for consumer shops, lay down something different. As there is no other written agreement, all prices are to be understood *without* supplementary expenses, package, dispatch and customs costs. There will be an extra charge for these. Services, in particular maintenance, repairs, installations and training will be charged by VNM according to a valid hourly rate or a fixed installation fee

§ 4 Fulfilment of Deliveries and Performance

Delivery terms are non-binding and do not start before the clarification of all technological and other details of the order. This also applies to terms in connection with dealing with guarantee cases and other performance. Delivery delays that VNM cannot justify, do not entitle the contract partner to enforce claims of guarantee, error appeal or compensation. Partial deliveries are allowed. Defects of operation and events of force majeure and other events that are out of sphere of influence of VNM, particularly delivery delays and others caused by subcontractors, entitle VNM to prolong the delivery periods or to cancel the contract while claims of guarantee, error appeal and compensation are excluded. This also applies to events that occur when VNM is in arrears. The transport is made at the contract partner's own account and risk, the same holding for partial deliveries. This also applies if carriage-paid delivery is agreed on. Transport costs will not be submitted. The goods are only insured on the contract partner's account and explicit order. When the goods are dispatched collected by the forwarder or, at the latest, handed over to the contract partner or to a person appointed by the contract partner, the risk passes to the contract partner. Regardless of the delivery place and taking-over of relevant transport charges, the place of performance is, as agreed on, Durmersheim/ Germany. In the event of export of the goods bought, the contract partner is obliged to take care of all necessary export and import, customs and other approvals on his own account. VNM is not liable for the permissibility of the exportation of the goods. Should any expenses or costs arise VNM through the dispatch, transport or the export of the goods, the contract partner will VNM. The contract parties enter the agreement that VNM may carry out the order even 3 weeks following the day on which the customer transmitted the order.

§ 5 Shipment, Risk of loss or damage, and title

VNM will ship according to VNM's standard commercial practice, and risk of loss or damage and title will pass from VNM to customer at the Ship To Address. Shipping and handling charges will be listed separately on VNM's invoice when not included in the product's purchase price. If customer requested special packing or shipping instructions are agreed to by VNM, charges will be billed separately to customer, and risk of loss or damage and title will pass to customer on delivery to customer's carrier or designate. The standard shipping carrier for international deliveries is UPS.

§ 6 Notices of defect

Recognizable lack are to be indicated to us immediately - at the latest however within 14 days - in writing. At expiration of this period the commodity applies as faultless accepted.

§ 7 Guarantee

Commercial or slight technical deviations, in particular in quality, color, quantity or weight do not go out as fault and to solve no guarantee.

With entitled requirements we will improve free of charge after our choice or replacement free of charge will supply. A transformation or a requirement for reduction is given only if after our decision rework or replacement were not kept to take place not to be able or the period for it from us.

When final failing of the rework or the replacement as well as with absence of assured characteristics, the client reduction of the remuneration can require or for its choice cancellation of the contract. Large requirements, in particular claims for damages of any kind, are, so far legally permissible, impossible.

Our legal warranty ends at expiration of 2 years, counted starting from date of your warranty card, if differently in offer or order does not fix.

The right to the notice of defect is void, if the goods of the client, supplied by us, already are heavily used or finished. The return of unsatisfactory used goods without appropriate previous agreement is inadmissible.

The managing warranty conditions apply in a general manner to requirements from positive violation of contract, being to blame for with contract conclusion and from bad action. This applies also, so far legally permissible, to the guarantee period.

§ 8 Payment

Prices: The prices are exclusive VAT value added tax. For orders outside of the EU you don't need to pay the German VAT! You are responsible for all customs duties. Costs of installation and training are not included. The prices are not-binding, price adjustments are reserved. VNM is not liable for pricing errors.

Payment: For orders outside Germany 100% downpayment at time of getting proforma invoice from VNM. Prices for delivery are shown in proforma invoice. All custom duties are responsibility of the customer. Prices are exclusive of, and customer will pay, applicable sales, use, consumption, goods and service, value added tax and other taxes.

We accept the following payment methods:

Electronic Account Transfer (ELV); Pre-Payment. At the moment we do not accept any credit cards.

All Prices in our OnlineShop are excl. German VAT (which is 19% at the time). For deliveries within the European Union you have to pay the German VAT. except you have a valid VAT-ID.

If you place an order, your will immediately get a proforma invoice with your data (address, phone number, VAT-ID, if exists). Partial deliveries are considered as business to itself. They are placed accordingly as such in invoice and are after the conditions mentioned separately to be paid.

§ 9 Retention of title

We reserve ourselves the property at all delivery articles up to the complete payment all us being entitled demands.

§ 10 Commitments

VNM rejects expressly all commitments for damage, equal a which cause. Into this exclusion direct or indirect damage, as caused for example damages, is enclosed by damage, which are connected with the use of the products of VNM. Besides VNM is not responsible for damage, which results from a customs loss of the products. The commitments of VNM for its products exceeds in no case the costs, which are specified on the calculation of the buyer. Accepting these regulations to warranty and commitments on the part of the customer is always a component of each sales contract.

§ 11 Area of jurisdiction and partial inefficacy

Area of jurisdiction for any disputes from the supply contracts or thus in connection standing legal relations is for both parts Durmersheim / Germany. This applies also to bill of exchange liabilities.

To the legal relations between the client and us is to be applied also excluding German right if the client does not have his domicile in Germany.

Accepting these conditions is the condition for each business with VNM.