

General Business Terms IMD Europe GmbH

1. CANCELLATION POLICY (B to C)

If the customer is a consumer, the following shall apply:

Right of rescission

You may withdraw your contractual acceptance in writing (e.g. by letter, fax or e-mail) within two weeks without stating grounds, or - if the item is placed at your disposal prior to the expiry of this period - by returning the item. The period shall commence upon receiving this notification, however, not prior to the delivery of the goods to the consignee (in the case of recurring delivery of similar goods, not prior to the delivery of the first part delivery), nor before the fulfillment of our duties to furnish information pursuant to § 312c Para. 2 German Civil Code (BGB) in conjunction with § 1 Paras. 1, 2 and 4 of the Information Duties set out therein (BGB-InfoV) as well as our duties pursuant to § 312e Para. 1 Cl. 1 BGB in conjunction with § 3 BGB-InfoV. The deadline is deemed to have been observed if the notice of withdrawal or the item was sent in a timely fashion. The notice of withdrawal must be sent to: IMD Europe GmbH, Am Alexander 4, 57548 Kirchen, Germany

Consequences of withdrawal

In the event of an effective cancellation, any payments received by either party must be returned and where applicable any benefits received (e.g. from interest) are to be surrendered. If you are unable or only partly able to return the product/service received or are only able to return it in a deteriorated condition, you may where necessary be under obligation to pay us compensation. This shall not apply if the deterioration of the goods is exclusively attributable to their examination - as would have been possible for you in a shop. For the rest, you may avoid any duty to provide compensation for any deterioration of the goods caused by the intended use, by not using the goods as your own property and refraining from all actions that may affect its value. Goods capable of being sent by parcel post should be returned to us at our risk. The cost of returning the goods shall be for your account if the delivered goods correspond to those ordered and if the price of the goods to be returned does not exceed EUR 40 or where - in the event of more expensive goods - no consideration or a contractually agreed partial payment has been rendered at the time of cancellation. Otherwise the return consignment is free of charge. Goods that are not suitable for consignment by parcel post shall be collected. Obligations to refund payments must be met within 30 days. The deadline shall commence for you on the date you sent the notice of withdrawal and for us, following its receipt.

2. GENERAL TERMS AND CONDITIONS (B to C, B to B)

§ 1 Offer and conclusion of contract

By ordering the goods, the customer bindingly expresses his wish to

purchase the ordered product. We shall be entitled to accept the contractual offer quoted in the order within a period of two weeks following its receipt. You will be sent confirmation of the receipt of your order by email immediately after submitting it. The contract of sale shall come into being following our separate confirmation of order or delivery of the goods or in the case of orders paid in advance, following your payment.

§ 2 Prices

Our prices, offers and invoices are generally in €-currency, however, if IMD-Europe GmbH has agreed in a supplier contract the delivery in US\$-currency it is the exception of the rule. Our offers on the Internet are non-binding and subject to change without notice. All prices are gross prices including the statutory VAT applicable/or not applicable in each case. Shipping and handling costs within Germany are calculated according to the current price-list of our shipping partner for insured packages and are shown separately when you place the order. When shipping goods to be paid for on delivery (C.O.D.) a surcharge shall be incurred, which is shown on our order page. Prices are subject to change. Errors excepted. In the case of deliveries to islands, packaging and shipping costs shall be calculated on an individual basis and disclosed upon request, if no other shipping conditions or method is agreed upon by both parties.

§ 3 Delivery

Delivery is usually affected within 6-8 weeks. If delivery is delayed owing to particularly high demand for a product, the customer shall be informed by email or by telephone about the estimated new delivery date. A claim for damages owing to delayed or undelivered orders shall only exist pursuant to § 5 "Liability" of these GTC. In the event of force majeure (such as strikes, including industrial action affecting our suppliers), both parties hereto shall be released from their duties to perform for the duration of such disturbance. In the event of delays lasting in excess of 12 weeks, the customer shall be entitled to withdraw from the agreement. If following conclusion of the agreement, but prior to delivery, we become aware of circumstances that give us good reason to doubt the ability of the customer to pay, we shall be entitled to withdraw from the agreement, unless the customer is prepared to pay for the goods in advance or furnish us with some other acceptable form of security.

§ 4 Warranty

(1) The customer's right to warranty is governed by the relevant statutory provisions.

(2) If the customer is a merchant, a corporate body under public law or a special fund under public law, we shall only provide warranty to the extent provided by the respective manufacturer of the goods.

§ 5 Liability

Our pre-contractual, contractual and extra-contractual liability is limited to intent and gross negligence, with the exception of breaches of cardinal obligations or the loss of life, physical injury or damage to health. The same shall apply for the liability on the part of our vicarious agents. This shall not affect liability in accordance with the Product Liability Act.

§ 6 Obligations of the customer

Upon formation of the agreement, the customer shall be obliged to provide truthful information, especially with regard to his address and contact details base on the Contact form of IMD Europe GmbH. If the information provided is incorrect, we shall be entitled to withdraw from the agreement at any time.

§ 7 Reservation of Title

Ownership only passes to the customer once all accounts payable arising in connection with the supply agreement have been settled. In cases of breach of contract on the part of the customer, especially default of payment, we shall be entitled to reclaim and take back the goods at any time. If we take back the goods, this shall not be construed as a withdrawal from the agreement, unless this is explicitly declared in writing.

§ 8 Final provisions

(1) The law of the Federal Republic of Germany shall apply to the exclusion of UN sales law.

(2) If the customer is a merchant, a corporate body under public law or a special fund under public law, our registered office shall be the sole place of jurisdiction for all disputes arising in connection with this agreement. The same shall apply for persons who do not have their general place of jurisdiction in Germany, or who have relocated abroad following the conclusion of the agreement, or whose place of abode or regular place of residence is unknown at the time of the action being filed. In the event of the circumstances described in § 8 Para. 2 Cl. 1 above, we shall also be entitled to bring action before a court having jurisdiction at the customer's place of residence.

(3) Should an individual provision of this agreement be or become invalid, this shall not affect the validity of the remaining provisions hereof. Instead of the invalid provision, a different appropriate provision shall apply that that comes closest to that which the parties would have intended, had they been aware of the invalid provision.

3. DATA PROTECTION

Personal data is only collected and used in so far as necessary for the organization and processing of the respective contractual relationship and pursuant to the data protection provisions. When you register for the newsletter, your e-mail address will be used for advertising purposes with your approval until you unsubscribe the newsletter.

Your personal data will only be passed on to third parties where required in order to process the agreement (e.g. forwarding order data to suppliers) or for invoicing purposes or where you have provided your prior consent. You may withdraw such consent with effect for the future at any time.

Stored personal data shall be deleted if you withdraw your consent to their storage, if they are no longer needed for the purpose intended by saving them or where their storage is inadmissible for whatever legal reasons. We

shall be pleased to respond to all written enquiries from you regarding your stored personal data.

Access data is stored whenever the page is accessed. This data is non-personal. We therefore cannot trace which user accessed which data. The following data is stored: Name of the accessed file, date and time of access, data volume transferred, confirmation of successful retrieval of data, details of the browser, referring domain as well as the IP address of the computer launching the query.

The user data received in connection with your access is stored for statistical purposes and may possibly permit subsequent identification on the basis of the IP address. Data will not be used for person-specific evaluation.

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Should you have any questions regarding the collection, processing or use of your personal data, or should you wish to make enquiries, correct, block or delete data or retract your consent, please contact the persons named in our Imprint.

Retraction of consent

Where applicable, you have expressly given your consent. We would like to point out that you can withdraw your consent at any time with effect for the future:

"I would like to subscribe to the newsletter (cancellation possible at any time)."