



EIDEX Werbeagentur
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Conditions

Standard terms and conditions of business of EIDEX Werbeagentur München GmbH

(a) § 1 Area of application

(1) These conditions of business apply to all present and future business relationships, even if they have not yet been expressly agreed. All supplies, services and offers of EIDEX Werbeagentur München GmbH take place exclusively on the basis of these conditions of business. They apply at the latest with the acceptance of the goods by the customer. (2) Differing, conflicting or supplementary standard terms and conditions of business do not become part of the contract, even in the event of knowledge of them, unless their application is explicitly agreed in writing.

§ 2 Reaching of the agreement

(1) Our offers are subject to alteration without notice. The right to technical changes as well as changes in shape, colour and/or weight within the framework of what is reasonable is reserved.

(2) The order is a binding offer. At the choice of EIDEX it can be accepted within four weeks by sending a confirmation of order or by sending the ordered goods to the customer within this period.

(3) If a customer orders the goods electronically, EIDEX will confirm the receipt of the order without delay. The confirmation of receipt still does not constitute a binding acceptance of the order. The confirmation of receipt can, however, be combined with the statement of acceptance.

(4) Possibly arising supplementary agreements that go beyond the content of the written agreement are legally valid only if they are confirmed in writing by a managing director of EIDEX GmbH authorised to represent the company.

§ 3 Prices

(1) Possible changes, e.g. in connection with import and export duties, value added tax, exchange rates, insurance and/or war insurance premiums, that take place after the order has been issued occur in favour or at the expense of EIDEX, without possibly arising increases being able to give the customer cause for cancellation of the order.

(2) The prices are inclusive from storage, plus transport and packing costs, plus value added tax at the legal rate. Additional supplies and services will be charged separately.

§ 4 Clause regarding the right to return goods

(1) If the customer is a private customer, he has the right to return the goods within two weeks after receipt. The right to return can be exercised only by sending back the goods, or if the goods cannot be sent as a packet, by a request to take them back; sending back at the correct time suffices for keeping to the deadline.

(2) In exercising the right to return the goods, the customer bears the costs of sending them back when the order value is up to 40.00 €, unless the goods supplied do not correspond to the goods ordered. When the order value is over 40.00 € the customer does not have to bear the costs of sending the goods back.

(3) The customer has to pay compensation for loss of value for a deterioration of the goods that has arisen through the agreed initial operation. The customer should check the goods carefully. The loss in value that a usage going beyond pure examination leads to, so that the goods can no longer be sold as 'new',

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must be borne by the customer.

§ 5 Delivery and service time

(1) Delivery appointments or deadlines, which can be agreed with or without obligation, require written confirmation by a managing director of EIDEX GmbH authorised to represent the company in order to be valid.

(2) Even in the event of binding deadlines and appointments EIDEX is not liable for delays in supplies and services on the basis of force majeure and events that make it substantially more difficult or impossible for EIDEX to deliver - in particular this includes strikes, lock-outs, official orders etc., even if they occur in the case of suppliers to EIDEX or their subcontractors. They entitle EIDEX to postpone the delivery or service for the duration of the obstacle in addition to an appropriate start-up period or wholly or partly to withdraw from the agreement because of the part still unfulfilled.

(3) If the obstacle lasts longer than three months, EIDEX is entitled after setting an appropriate subsequent deadline to withdraw from the agreement with respect to the part still unfulfilled. If the delivery period is extended, or if EIDEX is released from its obligation, the customer cannot derive any claim for compensation from this. EIDEX can invoke the specified circumstances only if EIDEX has informed the customer of them.

(4) In so far as EIDEX is liable for not complying with bindingly agreed deadlines and appointments or is in delay, the customer has a right to claim compensation for delay amounting to 0.5% of the value of the part of the agreement affected for each completed week of the delay, in total, however, a maximum of 5% of the value of the bill for the deliveries and services affected by the delay. Claims going beyond this are excluded, unless the delay is based on at least gross negligence of the vendor.

(5) EIDEX is entitled to make partial deliveries and partial performance of services.

(6) In the event that it is agreed that the customer will specify measurement, design or model later in his order to EIDEX, and the customer exceeds the agreed deadline for the specification, a delay in delivery which arises from this is not chargeable to EIDEX; EIDEX reserves the right to cancel in whole or in part the order which has not been made more specific in good time.

(7) In the event of goods of EIDEX being sold without duty having been paid, an increase of import duties, value added tax and/or other taxes and/or customs duties does not give the customer the right to annul the order; even a change of possibly arising quality regulations and/or objections that were to be raised on the basis of patent documents, trade marks and other rights of this kind by third parties can in no case lead to the cancellation of the order on the part of the customer.

(8) If the customer does not immediately take delivery of the goods on arrival, all the costs arising from this are chargeable to the customer. EIDEX reserves the right to sell the goods to a third party or to make the original customer liable for possibly arising losses.

(9) EIDEX will not deliver in the following countries:

- (a) Andorra
- (b) Balkan
- (c) Bosnia and Herzegovina
- (d) Democratic Republic of Congo
- (e) Federal Republic of Yugoslavia & Serbia
- (f) Ivory Coast
- (g) Indonesia
- (h) Iraq
- (i) Iran
- (j) Cook Islands
- (k) Croatia
- (l) Cuba
- (m) Liberia

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- (n) Libya
- (o) Liechtenstein
- (p) Marshall Islands
- (q) Monaco
- (r) Montenegro
- (s) Myanmar (Burma)
- (t) Nauru
- (u) Nigeria
- (v) North Korea
- (w) Philippines
- (x) Sierra Leone
- (y) Serbia
- (z) Sudan
- (aa) Syria
- (bb) Zimbabwe

§ 6 Transfer of risk

(1) If the customer is a company customer, the risk is transferred to the customer as soon as the dispatch from EIDEX or EIDEX's suppliers has been handed over to the person carrying out the transport or has left the warehouse of EIDEX or the warehouse of EIDEX's suppliers on purpose of dispatch. In the event that dispatch becomes impossible through no fault of EIDEX, the risk is transferred to the customer with the announcement that the goods are ready to be dispatched.

(2) If the customer is an individual customer, the risk of accidental loss of, or damage to, the purchased goods is transferred to the purchaser only when the goods are handed over to the customer, even where at the request of the customer the delivery address differs from the ordering address.

(3) If the purchaser has failed to take delivery at the time offered, this equates to the transfer of risk.

§ 7 Guarantee and liability

(1) If the customer is a company customer, he must in every case check without delay after receipt that the services supplied are in accordance with the contract. Complaints regarding obvious defects will be accepted and are permitted only if they are made in writing within one week of receipt of the goods. If the customer is an individual customer, the period for complaints is two months. Claims regarding hidden defects that are not to be found after the immediate examination can be asserted only if the notification of defects is received within one year of the start of the legal start of the limitation period.

(2) Sizes and quantities of the ordered goods are taken into account as exactly as possible. Variations of 10% above or below are permitted and to be tolerated.

(3) Small variations in format, colour, material, etc. as well as variations in colour based on the nature of the material are tolerated by the customer if nothing else was agreed in writing.

(4) In the event of justified complaints EIDEX is obliged in accordance with the customer's choice, with the exclusion of other claims, to undertake a rectification of defects and/or a replacement delivery up to the amount of the value of the order, unless a guarantee for the state of the goods was given or unless EIDEX or its vicarious agents are chargeable with intent or gross negligence. In the event of rectification or replacement delivery that is delayed, not carried out, or unsuccessful, the customer has the right, however, to a reduction or withdrawal. Where there is only a minor breach of the contract, in particular where the defects are only minor, the customer is not, however, entitled to a right of withdrawal.

(5) Liability for consequential damages caused by defects, in particular for lost profits, or compensation for damages to third parties, is excluded unless EIDEX or its

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vicarious agents are chargeable with intent or gross negligence.

(6) There is no exclusion of liability in the event of personal or physical injury. The limitations of liability do not apply to claims of the customer arising from product liability.

(7) All the customers' rights under the guarantee expire at the latest one year after the supply of the contractual services, in the case of individual customers after two years.

(8) All claims under the guarantee lapse if the customer of his own accord interferes with the goods that are the subject of contract, modifies them in any way at all, irrespective of the extent to which such modifications take place or have taken place.

(9) The customer does not receive guarantees from EIDEX within the terms of the law. Possibly arising guarantees by the manufacturer remain unaffected by this.

§ 8 Reservation of ownership

(1) If the customer is an individual customer, EIDEX reserves the ownership of the purchased object until the complete payment of the purchase price. If the customer is a company customer, EIDEX reserves the ownership of the purchased object until the receipt of all payments arising from the business relationship with the customer. In the event of behaviour by the customer that breaches the contract, in particular in the event of delay in payment, EIDEX is entitled to take back the purchased object. The taking-back of the purchased object does not constitute a withdrawal from the contract, unless EIDEX explicitly expresses this. The seizure through court order by EIDEX of the purchased object always constitutes a withdrawal from the contract. EIDEX is entitled to utilise the purchased object after taking it back; the revenue from the utilisation is to be credited against the liabilities of the customer, less appropriate utilisation costs.

(2) In the event of seizure through court order or other interventions of third parties, the customer must inform EIDEX without delay in writing, so that EIDEX can oppose the seizure through court order. In so far as the third party is not in a position to refund EIDEX's costs in court and out of court in its third party action against execution of judgment, the customer is liable for the loss.

(3) The customer is entitled to resell the purchased object in the course of proper business transactions; however, he now assigns to EIDEX all claims amounting to the final amount on the invoice (including VAT) that arise from the resale to his buyers or third parties, and indeed irrespective of whether the purchased object is resold with or without having been used. The customer remains empowered to collect this claim even after assignment. The power of EIDEX to collect the claim itself remains unaffected by this. EIDEX undertakes, however, not to collect the claim as long as the customer fulfils his payment obligations from the proceeds collected, is not in arrears with payment, and in particular no application to open insolvency or composition proceedings has been made or payments have not ceased. In the event of an application to open insolvency or composition proceedings, EIDEX can demand that the customer discloses the assigned claims and the debtors in detail and hands over all the necessary documents for collection and communicates the assignment to the debtors (third parties).

(4) If the purchased object is inseparably combined with other objects not belonging to EIDEX, EIDEX acquires co-ownership of the new object in proportion to the value of the purchased object in relation to the other objects combined at the time of the combination. If combination takes place in such a way that the customer's object is to be regarded as the main object, it is deemed to be agreed that the customer transfers co-ownership proportionately to EIDEX. The customer holds the sole or co-ownership so acquired for EIDEX.

(5) EIDEX undertakes to release on demand of the customer the securities to which it is entitled in so far as the value of the securities exceeds the claims to be secured by more than 20%; the selection of the securities to be released is incumbent upon EIDEX.

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§ 9 Payment

(1) Unless otherwise agreed in writing, the bills of EIDEX are due immediately and payable without deduction at the latest 14 days after the presentation of the bill. EIDEX is entitled, despite provisions of the customer to the contrary, to credit payments initially to the customer's already existing debts and to inform the customer of the way in which the offsetting was carried out. If costs and interest have already arisen, EIDEX is entitled to credit payment first of all to the costs, then to the interest and finally to the main service.

(2) A payment is considered to have taken place only when EIDEX has the amount at its disposal. The acceptance of cheques requires written agreement at the time of giving the order; in this process the payment is deemed to have taken place after the expiry of the period of seven days after the payment of the cheque.

(3) Is the customer a private customer and gets into arrears, EIDEX is entitled, starting from the point in time concerned, to charge interest as follows. After the expiry of the legal payment period (start of arrears after 30 days), the net amount is to be charged interest for the year at 5 percentage points above the base interest rate in accordance with Paragraph 1, Section 1 of the Diskontsatz-Überleitungs-Gesetz (DÜG) [the German law dealing with the transfer of interest] of 9 June 1998 (BGBl. [German Federal Law Gazette] I p. 1242), therefore at present at a total of 7.70% p.a. (Situation at 1 January 2006).

(4) Is the customer a company customer and gets into arrears, EIDEX is entitled, starting from the point in time concerned, to charge interest as follows. After the expiry of the legal payment period (start of arrears after 30 days), the net amount is to be charged interest for the year at 8 percentage points above the base interest rate in accordance with Paragraph 1, Section 1 of the Diskontsatz-Überleitungs-Gesetz (DÜG) [the German law dealing with the transfer of interest] of 9 June 1998 (BGBl. [German Federal Law Gazette] I p. 1242), therefore at present at a total of 10.7% p.a. (Situation at 1 January 2006).

(5) If circumstances become known to EIDEX that place in question the creditworthiness of the purchaser, EIDEX is entitled to present the whole of the remaining debt as due, even if EIDEX has accepted a cheque. EIDEX is also entitled in this case to demand advance payments or provision of securities. EIDEX reserves the same right in the case of first-time customers and special productions.

§ 10 Copyright

(1) The customer undertakes to release EIDEX completely from the claims of third parties with relation to the copyright of the customer's orders.

(2) Furthermore, the customer authorises EIDEX to photocopy the articles produced for him, to present them in the respective catalogues, brochures or Internet pages of EIDEX and to use them as samples or at fairs.

§ 11 Applicable law, court of jurisdiction, partial invalidity

(1) The law of the Federal Republic of Germany applies to these conditions of business and all the legal relations between EIDEX and the customer.

(2) The place of fulfilment and court of jurisdiction for both parties, EIDEX and the customer, are the business headquarters of EIDEX Werbeagentur München GmbH, in so far as an agreement of the place of fulfilment and court of jurisdiction is legally permitted.

(3) If a provision in these conditions of business or a provision in the context of other agreements should be or become legally invalid, the legal validity of all the other provisions or agreements is not affected by this.

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