

## **General Terms and Conditions of mode...information GmbH (MI) for Business Transactions with Private Customers (Consumers) as of 1<sup>st</sup> August 2011**

### **§ 1 General**

These Terms and Conditions shall only be applicable for the business relationships of mode...information GmbH (in the following called MI) with consumers pursuant to § 13 BGB (German Civil Code).

We exclusively operate on our Terms and Conditions mentioned below which you accept by ordering goods from the Internet or from our offers. This shall similarly apply for online orders or orders received by fax or phone. From the imprint you can learn our identity and our summons address. Our offers are subject to confirmation. Illustrations, drawings, descriptions, etc. contained in offers, pricelists and in the Internet had been compiled and established at the best. Our offers are subject to minor changes unless they had expressly been stated as binding offers.

### **§ 2 Prices**

The delivery prices defined on the Internet page as end customer prices at the time of order shall be applicable. VAT shall clearly be pointed out during the payment procedure.

### **§ 3 Order**

We take orders for goods from the online-shop by data transfer from the Internet. If the goods are available, delivery shall normally take place within 24 hours. The delivery time shall always take place under reserve of correct and timely self supply.

If the goods are momentarily not deliverable at all, the contract can be cancelled by both parties.

In the case that a publisher stops the production of an article without MI being responsible for it, the purchaser of a subscription who had paid in advance shall only be entitled to partial repayment of an amount equivalent to the products that had not been delivered. In this case, a claim for damages against MI is excluded.

In the case of a production stop of an article, MI shall have the right to supply the purchaser a substitute product of similar content. In case of non-satisfaction, the purchaser shall have the right to return the substitute product. MI reserves the right to withdraw from this contract if the ordered goods are not made available by the own supplier despite his contractual delivery commitment. In this case MI shall inform the purchaser without delay and shall reimburse the purchase price.

### **§ 4 Term of Contract**

Subscription starts with the next deliverable issue and shall be placed for a term of 12 months. It is automatically extended by periods of 12 months unless notice in writing had been submitted three months prior to expiration. The receipt of the notice at MI is decisive for its timeliness.

### **§ 5 Terms of Delivery**

The forwarding charges shall be borne by the customer. The packaging charges are included in the price.

Deliveries abroad shall be charged separately.

### **§ 6 Returned goods without permission**

Goods that are returned to mode...information without permission shall be kept in the stock for a period of four weeks. After this period the goods shall be destroyed. If the customer wishes the goods to be resent to him, the forwarding charges will be borne by the customer.

Goods that had been assembled and/or converted on demand of the customer cannot be returned or exchanged.

## **§ 7 Terms of Payment**

The purchase price is paid by credit card during the ordering procedure.

## **§ 8 Right of Cancellation and Return**

The customer shall be entitled to the statutory right of cancellation. The details of his right of cancellation shall be included in the cancellation policy. In the case of a valid cancellation, the amount invoiced shall be reimbursed within a fortnight to the account stated by the customer.

Relating to the return of goods, we ask the customer to send them back to us in their original packing along with a copy of the invoice marked "return".

Herewith, we explicitly reserve the right to be compensated the value of the goods damaged by improper treatment or by third party impact.

## **§ 9 Warranty / Liability / Limitation**

Immediately after receipt, the customer shall examine the goods for completeness, transport damages and apparent defects. In case of apparent defects, we shall have a warranty obligation only if the customer informs us in writing about the defects within four weeks after delivery of the goods. In this case, we shall be obliged to subsequent performance, for which the customer has to grant us a reasonable term for the subsequent performance.

At the customer's discretion, the subsequent performance can take place by either removing the defects or by delivering new goods. We shall be entitled to refuse the customer's choice if it causes unreasonable costs. During the subsequent performance, reductions of the purchase price or cancellation of the contract by the customer shall be excluded. After the second unavailing trial, a subsequent improvement is considered to be failed. The customer shall only have a right to withdraw from the contract or a right to diminution, if the subsequent performance failed or if we completely refused subsequent performance.

Regarding a defect, the customer can claim damages at the following conditions only after the subsequent performance failed or after we refused subsequent performance. This shall not affect the customer's right to raise further claims at the following conditions.

The customer's warranty rights become statute-barred within two years after delivery.

Precondition for the warranty is to prove the entitlement by means of a copy of the invoice.

Our liability shall be limited to deliberate or grossly negligent breach of fundamental contractual duties and shall be limited to the typical damage predictable at the conclusion of the contract. This limitation shall not be applicable for damages resulting from injury of life, body or health, independent from the debt ratio, and for claims due to malicious behaviour and for claims in accordance with the product liability law.

## **§ 10 Withdrawal**

We shall be entitled to withdraw from contract if due to force majeure we cannot deliver the purchase product and inform the customer immediately about the non-availability of the goods and immediately reimburse the amount already paid.

## **§ 11 Consent to collect, to record and to use data**

- (1) The conclusion of the contract of sale stipulates the acceptance to record and to process personal data left to MI within the scope of the order transaction for contractual purposes and on the basis of the legal data protection provisions.
- (2) The conclusion of the contract of sale stipulates that the purchaser accepts the use of the personal data left to MI within the scope of the order transaction for sales promotion sent by email exclusively for products and services sold by MI and for marketing research enabling MI to improve their products and services.

The purchaser can withdraw his consent anytime by sending an email to [service\(at\)modeinfo.com](mailto:service(at)modeinfo.com).

- (3) Information given by the purchaser to MI on the [www.modeinfo.com](http://www.modeinfo.com) website, in e-mails or on the phone are used by MI for processing your order and for improving its products and services in particular name, address, e-mail address and credit card number.
- (4) MI shall give you access to certain personal data for controlling and, if applicable, updating purposes. To be removed from our distribution lists, to view personal information or to modify or correct them, please [click here and](#) to log into your "My mode...info account" go to the link on the

left side: "Change profile". If you do not remember your user name and your user identifier, [please click here](#).

- (5) Order processing means receipt and handling of the order including dispatch of the ordered products. For handling the order, for dispatching and delivering the goods, MI engaged service providers. All information necessary for order execution are transferred to these service providers by MI. The service providers shall contractually be obligated to observe the legal data protection guidelines and to keep the confidentiality of your personal data.
- (6) Other than that, personal data shall not be transmitted to third parties or used for other purposes without prior approval of processing or of making other use of personal data or without an existing legal basis.
- (7) When you visit the MI website ([www.modeinfo.com](http://www.modeinfo.com)), the MI server stores data that might allow identification (website from which you log on, type of your Web browser and the pages you viewed). Same as other websites, also MI uses Cookies. Cookies are alphanumeric identifiers that MI transfers to the hard drive of your computer through your Web browser to enable MI's system to recognize your database search routine. The "help" function in the toolbar explains how to avoid accepting new cookies, which notice the Browser shall give upon receipt of a new cookie or how to disable all functions.
- (8) Your data are stored in Germany on a MI server. Within the scope of the order, each data transmission takes place by applying the Secure Socket Layer encryption technology (SSL method) for attaining a data transmission as secure as possible. When MI confirms your order, only the last five digits of the credit card number are indicated. Financial institutions are, of course, receiving the full credit card number. For security purposes MI applies the SSL-method for credit card payments.
- (9) Although MI is anxious about protecting your privacy, not all websites are this conscientious. Therefore, MI cannot be made responsible for the contents and political data protection guidelines of other websites to which the MI website refers. This data protection statement exclusively refers to information that is collected by this website. We ask you to exactly read the data protection guidelines of each Online Service before transmitting personal information.
- (10) MI placed links on this page to other Internet pages. For all these links the following applies: MI explicitly underlines that it does not have any influence on design and contents of the linked pages. Therefore, MI explicitly distances itself from all contents of the linked pages and does not adopt their contents. This statement shall be valid for all links and all contents of the pages to which possible banner may lead.
- (11) In case of any questions, proposals and/or criticism concerning the data protection of MI please send an e-mail to [info\(at\)modeinfo.com](mailto:info(at)modeinfo.com), responsible office: Management of mode...information GmbH, Pilgerstrasse 20, 51491 Overath, Germany.

## **§ 12 Copyrights**

The copyright as well as all publishing and proprietary rights on the delivered products belong to the publisher of the respective product. Further commercial use or duplication of texts, pictures and other product contents are not allowed. This shall refer to all products and to the complete Internet offer of MI.

## **§ 13 Partial Invalidity**

Should a provision of this contract be or become invalid or partly invalid, then the legal effect of the other provisions shall not thereby be affected. In this case, the parties engage to replace the invalid provision by a valid provision that comes closest to the intended sense and economic purpose of the invalid provision considering the interests of the parties expressed in the contract.

## **§ 14 Place of Performance, Legal Venue, Applicable Law, Final Clauses**

(1) In case of business connections with business people who do not belong to the tradesmen as defined in § 1 Abs. 2, 2nd clause of the Commercial Code, with persons of public law or with fund assets under public law or with persons who do not have any inland venue, place of fulfilment shall be our place of business.

(2) For all disputes arising out of the business relation with the aforesaid persons, the venue shall be our place of business. We, however, shall have the right to sue the purchaser also at the court at his place of residence.

(3) The law of the Federal Republic of Germany shall be the applicable law; validity of the UN sales law shall be excluded.

01st August 2011

**Consumer information:  
Company information:**

mode...information GmbH  
Pilgerstraße 20  
51491 Overath, Germany  
Phone: ++49 2206 6007-0  
Fax: ++49 2206 6007-17  
service@modeinfo.com

**Working hours: mo-thu 8:30 – 17:00 o'clock, fri 8:30 – 14:00 o'clock**

Managing Directors: Dr. Jens Schumacher, Yann Menard  
Local Court: Cologne HRB 45543  
VAT ID-no.: DE 121972624

**Information about the Private Customer Business (Consumer)**

Orders are exclusively carried out in accordance with the "General Terms and Conditions of mode...information GmbH (MI) for Business Transactions with Private Customers (Consumers)". Herein you will find explanations about when a contract comes about and, in particular, information about the prices then applicable, the forwarding costs as well as details concerning payment and delivery or fulfilment.

**Right of Return – Cancellation Policy**

You can cancel the order explanation without giving reasons within two weeks in writing (i.e. letter, fax, e-mail) or by returning the goods. The period shall start not earlier than upon receipt of the goods (for periodic deliveries of similar goods not before receiving the first partial delivery and not before we have complied with our duty to supply information according to § 312c, paragraph 2 BGB and § 1, paragraph 1,2 and 4 BGB-InfoV) and this policy. For keeping the term the dispatch of cancellation or the goods in time shall be sufficient. You will have to bear the costs for the return if the delivered good corresponds to the ordered good and if the price of the returned good is below EUR 40,00 or – if the price is higher – you have not yet paid the agreed amount). In other cases the return shall be at our risk and expense. The goods to be returned or the demand for return must be sent to:

mode...information GmbH  
Pilgerstraße 20  
51491 Overath, Germany  
service@modeinfo.com

**Return- / Cancellation Consequences**

In case of an effective cancellation, the benefits mutually drawn shall be granted back and, if applicable, advantages taken (for example amenity and advantage of using) shall be given back. Insofar as you cannot grant us back all the received goods or only part of them or only in deteriorated condition, you have to compensate the value. This shall not apply in the case that the deterioration of the goods is exclusively put down to their examination – as it might have been possible for you in a shop. Apart from that, you can avoid the duty to compensate the value by not using the goods like a proprietor and by omitting everything that affects the value. Things that can be dispatched in parcels have to be sent back at our risk and expense. If goods can not be sent by parcel, they will be picked up. The duty to refund payments has to be fulfilled within 30 days. The term starts for you with the despatch of your cancellation request or with the return of the goods, for us with the receipt of the goods.