

Business Terms and Conditions (BTC) for
Alu Media GmbH

1. Scope of Validity

The business relationship between Alu Media GmbH (hereinafter: AM) and the buyer is subject to the following General Terms and Conditions (GTC) in its valid version at the time of the order. Terms and Conditions of the buyer at variance with these shall not be recognised, unless AM has previously expressly agreed to their validity in writing. In business with bookseller distributors the valid regulations of the respective bookseller business regulations shall additionally be valid.

2. Contract Conclusion

All offers made by AM remain without prejudice. The order is made by sending the completely filled in order form via the on-line method. .Receipt of the order shall be confirmed by e-mail, without already necessarily accepting the order. A sales contract is completed when AM forwards the product to the buyer. An order confirmation will only be sent on the express wish of the buyer.

3. Prices

The prices quoted at the time of order shall be valid. All prices include the respective Value Added Tax rate applicable at the time of the order. For deliveries abroad the prices quoted are net prices, exclusive of VAT. Postage and packing are additional to the prices.

4. Right of Return

The buyer, who is the consumer according to § 13 BGB (Federal German Law), may return the goods to AM within two weeks of receipt, without stating reasons. For compliance with the deadline timely despatch of the goods is sufficient. For goods which cannot be returned by post it is sufficient to send notification of return within the deadline. The cost of return is to be borne by the buyer if the value of the order does not exceed /40.00, unless the goods delivered do not correspond to the ordered goods.

No right of return is applicable where the goods delivered have been custom-made or clearly tailored to personal requirements or which, on account of their composition, are not suitable for return, as well as on orders for audio or video recordings (e.g. CDs, video cassettes, DVDs) or for software where the seals on the data carriers have been broken by the buyer or the data carriers have been code-released.

5. Delivery

AM delivers on the home market against open invoice. Deliveries abroad are made against payment in advance. AM is entitled to make part deliveries, so long as this is not unreasonable for the buyer and the delivery of the rest of the order is ensured for a later date.

6. Delivery Time

AM delivers regularly by postal mail or private courier c. 2-10 working days after receipt of order, provided that the goods are available. Information about date of delivery is given without obligation, unless in an exceptional case AM has made a binding commitment in writing about the date of delivery.

7. Force majeure (Act of God)

In the case of disruption due to force majeure, which prevents AM or their delegated assistants temporarily from meeting delivery or work performance deadlines -such as strike, lock-out, riot, natural catastrophe, confiscation, unpredictably rejected or withdrawn permits or licences -the delivery and work performance deadlines shall be prolonged for the duration of the disruption caused by the circumstances. If such an occurrence leads to an unacceptable delay, then the buyer may cancel his/her order. Without exception, in every instance of force majeure, performance, guarantee or damage claims are invalid and AM is not deemed to be in default.

8. Payment

Invoices are payable directly and without deduction. The buyer can pay by bank transfer or by credit card. Deliveries abroad are made against payment in advance. If the buyer is behind on payment, then AM is entitled to demand 5% interest on arrears -for non-consumers 8 percentage points p.a. above the respective

basic interest rate according to § 247 BGB (Federal German Law). If AM has demonstrably suffered a higher loss, then AM is entitled to claim the equivalent compensation.

9. Offset Settlement, Retention

The buyer only has the right to offset settlement if his counter-claims have been established by law or have been recognised by AM. The buyer is only then entitled to implement his right of retention when his counter-claim is in the same way established by law.

10. Reservation of Ownership

The goods supplied remain the property of AM until all the resultant claims from the buyer's respective orders have been completely settled. The buyer thereby relinquishes any claim on AM arising from a re-sale. AM accepts the transfer when accepting the order and is committed, at the express request of the buyer, to release securities due to him/her under the above conditions according to his/her wishes, provided that the realisable value of the securities exceeds the claim to be secured by more than 20%.

11. Warranty / Liability

If there is a fault in the purchased article, then the buyer may demand after-sale compliance (i.e. fault repair or replacement delivery). If the repair/replacement fails, then in the case of a major fault the buyer may withdraw from the contract, lower the purchase price or claim compensation. The buyer is not permitted to transfer the claim to a third party. Where, thereafter, there is no further development, additional claims by the buyer, regardless of the legal justification, shall be excluded. AM is not liable for damages which do not directly apply to the product supplied, in particular for loss of profits or other asset damages of the buyer. The liability indemnity or liability limitation applies equally to the personal liability of the employees, representatives and delegated assistants. The above liability indemnity or liability limitation does not apply where there is a compelling legal liability, for instance subject to the product liability law, as well as a case where cause of damage is deemed to have been wilful or negligent or where there is personal injury. Damage compensation for transgression of -4

essential contractual commitments shall in the case of material damage be limited to typical damage caused.

12. Aluminium Suppliers Directory

The online Aluminium Suppliers Directory contains the entries from the print medium, which are subject to cost and are based on information supplied by the companies. The data in the Aluminium Suppliers Directory viewed online may differ from that in the print medium. AM accepts no responsibility for any editorial or technical errors, or for the correctness of the entries made.

13. Data Protection

Personal data on the client shall only be compiled within the limits prescribed by the Federal Data Protection Act (BDSG) and the Tele-Services Data Protection Act (TDDSG).

14. Concluding Conditions

German law shall be applicable, excluding the UN purchase right. Contracts with fulltime traders are deemed to be fulfilled in, and the exclusive place of jurisdiction is deemed to be synonymous with the AM company location. The AM company location is also designated as the place of jurisdiction if, when legal proceedings are instituted, the domicile or usual place of residence of the contract partner is not known or if he/she does not have (or no longer has) a place of residence in this country. Should certain provisions of these Business Terms & Conditions or those of the contract made with the contract partner be either wholly or partly void, this shall not affect the validity of the remaining part of the contract.