



## **General Terms and Conditions of the Online Shop of EOS – Events & Services GmbH**

*The English version of the General Terms and Conditions (Online Shop) is not binding and for convenience and information purposes only. In all cases, the German language version prevails.*

### **1. General**

All services provided to the customer by the online shop are carried out exclusively on the basis of the following General Terms and Conditions. Differing provisions are only valid upon agreement between the online shop and the customer.

### **2. Conclusion of contract**

Only persons aged 18 or above with full contractual capability at the date of the conclusion of contract are allowed to conclude a contract with the online shop.

- 2.1 The offers made by the online shop on the internet are only a non-binding invitation to the customer to order goods and/or services from the online shop.
- 2.2 By ordering the desired goods and/or services on the internet, the customer submits a binding offer to conclude a contract.
- 2.3 The online shop confirms receipt of the order without delay. The order confirmation does not constitute a legal transaction acceptance on our part. The offer is considered as accepted by us not until the goods have been shipped to you or the supply of services has been confirmed by email, fax or letter. You will receive a written confirmation of shipment via email.
- 2.4 The subject matter of the contract are the goods and/or services ordered by the customer. Regarding the quality, the offer description is valid, otherwise sec. 434, para. 1, sent. 3 of the German Civil Code applies.

### **3. Cancellation instructions (online shop)**

**You may cancel your declaration of contract within a period of two weeks in text form (letter, fax, email) without stating a reason. The deadline begins after receipt of these instructions in text form, however, not before the goods have been received by the customer (or, in case of recurring deliveries of the same type of goods and/or services, not before receiving the first partial delivery) and not before we have met all duties to provide information on the basis of art. 246, sec. 2, in association with sec. 1, para. 1 and 2 of the Introductory Law to the German Civil Code. The cancellation deadline is considered to be met, if the cancellation is sent in time. The cancellation is to be directed to:**

**EOS – Events & Services GmbH  
Garbsener Landstrasse 10  
D - 30419 Hannover  
Fax: +49 / (0)511 / 277-2699  
Email: [info@myeos.org](mailto:info@myeos.org)**

#### **Consequences of cancellation**

**In case of an effective cancellation, any performance received by either party must be returned and, where applicable, any benefits thereof surrendered. If you are unable to return the performance received in whole or in part or if you are only able to return it, in whole or in part, in a deteriorated condition, you may be obliged to render compensation for the value lost. This may involve that contractual payment obligations must be fulfilled during the period up to the cancellation. If the deterioration of the goods results from putting them to use in accordance with their intended purpose, you are not obliged to render compensation for lost value.**

#### **Special information:**

**Your right of cancellation expires prematurely, if the contract has been completely fulfilled at the specific request of both parties before you have made use of your right of cancellation.**

**End of cancellation instructions.**

#### **4. Delivery**

- 4.1 All goods and/or services are delivered without delay, depending on stock availability. Goods are delivered within Germany and to international destinations.
- 4.2 Delivery time within Germany is up to 10 working days, if not specified otherwise in the offer. Delivery time to international destinations is up to 15 working days, if not specified otherwise in the offer.
- 4.3 If an article is not available on a short-term basis, we will inform you of the expected delivery time by email, provided we have received your address.

Your statutory rights remain unaffected.

#### **5. Packaging and shipping costs**

The delivery of goods and/or services is free of charge.

#### **6. Prices, payment, retention of title**

- 6.1 All prices specified are gross prices in euros and include, *if possible*, the statutory VAT of currently 7 % for books. *Country-specific and currently valid VAT rates are also specified in the online shop.* The applicable prices are those in effect at the date of the order.
- 6.2 Due to continuous updating of the online shop's website, specifications concerning price and quality of the goods and/or services made at an earlier point of time lose their validity.
- 6.3 The price specified at the time the offer is submitted by the customer is decisive for invoicing.
- 6.4 The customer is obliged to settle the invoice within 7 days after receipt of the goods.
- 6.5 If the customer fails to meet his/her payment obligation during the payment term stated in 6.4, the online shop reserves the right to charge the customer with the resulting additional reminder and processing costs.
- 6.6 The possible methods of payment are as follows:
  - By credit card (Charged after shipment of goods; we accept the following credit cards: VISA, Mastercard, Eurocard, AMEX).
  - By invoice (The customer is obliged to settle the amount within 7 days after receipt of invoice). This involves additional processing costs of 15 euros.
- 6.7 We retain exclusive title to the goods and/or services delivered until full payment (retention of title in accordance with sec. 158 and 449 of the German Civil Code). The customer must inform us without delay of any judicial execution measures taken by third parties regarding reserved goods and supply all documents required for an intervention. The same applies to any other kind of interference. Independently of this, the customer is obliged to advise the third party in advance of existing rights relating to the goods and/or services.

#### **7. Liability**

- 7.1 The online shop is liable in cases of intent or gross negligence according to statutory provisions. The liability for guarantees is regardless of fault. In cases of minor negligence, the online shop is liable exclusively according to the provisions of the Product Liability Law for harm to the body, health or life of human beings or for the violation of substantial contractual duties. The claim for damages caused by a slightly negligent breach of substantial contractual obligations, however, is limited to the predictable damage typical for the contract, unless we are liable on account of injury to life, body, or health. The online shop is also liable for the same scope of damages incurred by its representatives or vicarious agents.
- 7.2 The rules specified in paragraph 7.1 cover compensation in addition to performance, compensation instead of performance, and claims for the reimbursement of wasted expenses, irrespective of legal reasons, including liability for defects, delay or impossibility.

## **8. Data protection**

Our data protection declaration can be accessed at  
[http://www.myeos.org/system/files/aboutEOS/eos\\_datenschutzerklarung\\_v3\\_englisch.pdf](http://www.myeos.org/system/files/aboutEOS/eos_datenschutzerklarung_v3_englisch.pdf).

## **9. Copyright**

All external logos, pictures and graphic images are the property of the respective companies and subject to the copyright of the respective licensors. All photos, logos, texts, reports, scripts and programming routines presented on these web pages which have been generated or edited by us are not allowed to be copied or used for other purposes without our explicit approval. All rights are reserved.

## **10. Links on our web pages**

Our website includes external third-party links over whose content we have no control.

According to the decision of the District Court Hamburg (312 O 85/98 "Liability for Links") dated 12th May 1998, those placing links to other websites may have to share responsibility for the content of those pages. This can only be avoided, so the court, by explicitly distancing oneself from such contents.

For this reason, we herewith explicitly distance ourselves from the entire content of all external links provided on our website. This declaration is valid for all external links included in our web pages.

We can therefore assume no liability for such third-party content. Instead, the corresponding website providers or operators are always responsible for the content of the linked pages.

The linked pages were reviewed for possible legal violations when the links were placed. At the time the links were placed, there were no indications of illegal content. However, we cannot be reasonably expected to continuously monitor the content of linked pages without any specific indications of a legal violation. Should we learn of any legal violations, we will remove the links without delay.

## **11. Final provisions**

The validity of the UN Convention on Contracts for the International Sale of Goods is excluded, German law is applicable. The General Terms and Conditions of the online shop are considered as accepted with the placement of an order. Should individual provisions of these General Terms and Conditions be null and void, irrespective of the reason, the validity of the remaining provisions will not be affected.

The ineffective provision is replaced by the relevant statutory provision. If the customer does not have a general jurisdiction in Germany or another EU member state, the court of jurisdiction for all disputes from this contract is exclusively Hannover.

Oral agreements require written confirmation.