

# **General Terms and Conditions and Conditions for the Use of shipandport.com**

## **§ 1 Subject matter**

These General Contractual Terms and Conditions establish the legal framework for the use of the web site shipandport.com and the contractual relationships concluded between the purchaser – hereafter referred to as the “Customer” – and the DVV Media Group GmbH (Shipandport.com) located at Nordkanalstr. 36 in 20097 Hamburg and represented by its managing shareholder, Dr Dieter Flechsenberger.

The Customer may store and/or print the General Terms and Conditions and the electronic order form.

## **§ 2 Conclusion of a contract**

1. Offers and presentations of shipandport.com’s web site are subject to change without notice. A contract for the product(s) selected by the Customer shall not exist until the conclusion of the contract is expressly confirmed or the Customer receives the goods.

2. Shipandport.com will confirm the Customer’s order electronically. This confirmation does not entail the conclusion of the contract.

3. The order is subject to the availability of the goods. The Customer will be informed immediately should the goods not be available and payments already made will be returned. The goods will only be supplied in quantities normally ordered for personal use.

Only persons having reached the age of majority (= 18 years of age and above) may order.

## **§ 3 Prices & Conditions**

1. The currently valid price list shall apply.

2. The purchase price is due for payment 14 days after the receipt of the invoice and is payable into the bank account given on the invoice.

3. Shipandport.com is entitled to terminate the use of Shipandport.com products immediately in the event of payment arrears.

## **§ 4 Delivery / retention of title**

1. Should nothing to the contrary have been agreed, the goods will be shipped from the warehouse to the address given by the party ordering the goods. Information given with respect to the delivery date is non-binding.

2. Title to the goods delivered shall not pass to the Customer until all of Shipandport.com’s claims due from the Customer have been paid.

## **§ 5 Caution regarding revocation**

1. THE CUSTOMER IS ENTITLED TO REVOKE HIS ACCEPTANCE OF THE CONTRACT IN WRITING (E.G. BY LETTER, FAX OR E-MAIL) WITHIN TWO WEEKS WITHOUT GIVING ANY REASONS. THIS PERIOD OF TIME SHALL BEGIN WITH THE CONCLUSION OF THE CONTRACT. THIS TIME LIMIT IS FULFILLED WHEN THE LETTER REVOKING THE CONTRACT IS SENT OFF ON TIME.

THE REVOCATION MUST BE SENT TO THE FOLLOWING ADDRESS:

Schiff&Hafen (DVV Media Group GmbH)

Vertriebs-Service

Nordkanalstr. 36

20097 Hamburg

Fax: 040/237 14-104

E-Mail: [service@schiffundhafen.de](mailto:service@schiffundhafen.de)

2. THE CUSTOMER IS REQUIRED TO RETURN ALL OF THE GOODS RECEIVED TO THE ABOVE ADDRESS ONCE HE HAS EXERCISED HIS RIGHT TO REVOKE THE CONTRACT. THE CUSTOMER IS REQUIRED TO PAY THE COSTS OF RETURNING THE GOODS SHOULD THEIR VALUE BE LESS THAN EURO 40,00. ATTENTION IS DRAWN TO THE FACT THAT Shipandport.com IS ENTITLED TO WITHHOLD FROM THE REFUND A REDUCTION IN THE GOODS' VALUE DUE TO USE OF THE GOODS. THIS SHALL NOT APPLY SHOULD THE DETERIORATION OF THE GOODS BE DUE SOLELY TO THEIR HAVING BEEN EXAMINED, AS WOULD, FOR EXAMPLE, HAVE BEEN POSSIBLE FOR THE CUSTOMER IN THE STORE.

3. THIS RIGHT TO REVOKE THE CONTRACT SHALL NOT APPLY TO THE DELIVERY OF GOODS WHICH BY THEIR NATURE ARE NOT SUITED TO BE RETURNED OR WHICH CAN QUICKLY SPOIL OR WHOSE EXPIRY DATE HAS ALREADY PASSED; OF AUDIO OR VIDEO RECORDINGS, OR OF SOFTWARE SHOULD THE CONSUMER HAVE BROKEN THE SEALS ON THE PACKAGING, OF NEWSPAPERS, MAGAZINES OR ILLUSTRATED PUBLISHED MATERIAL.

## **§ 6 Warranty and liability**

1. Shipandport.com gives no warranty that the web site will be accessible and free of defects at all times. This shall apply particularly should access to the products offered be affected by disturbances lying outside Shipandport.com's influence.

2. The Customer may demand subsequent fulfilment provided for in law (elimination of the defect or replacement of the goods) should the article purchased have a defect for which Shipandport.com is responsible.

3. Irrespective of the legal justification, shipandport.com will provide full compensation in the event of intent and gross negligence and, should an assured quality be absent, will refund the typical and foreseeable damages that the assured quality was intended to prevent. Unless anything different is agreed in what follows, liability is excluded in all other cases.

Shipandport.com only accepts liability for damage to the object delivered itself; in particular, Shipandport.com is not liable for foregone profit or for damage to other assets.

Shipandport.com's exclusion or limitation of liability shall also apply to the personal liability of Shipandport.com's employees, representatives and agents. The above limitations of liability shall not apply should personal injuries be involved or should the Customer be entitled to rights under §§ 1, 4 of the German Product Liability Law.

## **§ 7 Data protection**

1. Shipandport.com treats its Customer's and the users' personal data confidentially and only discloses this data to third parties provided that this is permitted by the data protection law or the Customer has approved the disclosure.

2. Shipandport.com draws attention to the fact that the Customer's personal data is processed electronically. Unless anything to the contrary has been agreed, the data will be used solely in order to carry out the contract. By sending off the order, the Customer declares his consent to Shipandport.com storing the data transmitted and processing and using it in order to perform its services and for invoicing purposes and, where applicable, forwarding it to service-providers authorised to perform these services.

3. In the event of the termination of the contract and unless the continued storage of this data is provided for in law and separately agreed, the Customer's personal data will be deleted as soon as the termination takes effect.

## **§ 8 Concluding provisions**

1. Shipandport.com reserves the right to change its offer and/or these contractual conditions at any time.

2. The law of the German Federal Republic alone shall apply. The application of UN purchasing law is excluded.

3. The Customer shall only have the right to offset claims should these counter-claims have been established in law or have been acknowledged by Shipandport.com. Moreover, the Customer is only entitled to withhold payment should his counter-claim be based on the same contractual relationship.

4. Should one of these provisions be invalid, this shall not impair the validity of the remaining provisions. Invalid provisions will be replaced by such valid provisions as most closely approximate to the commercial and legal goal pursued in the contract.

5. Provided that the Customer is an entrepreneur within the meaning of the German Commercial Code, a public-law legal entity or public-law special funds, the legal venue is Hamburg. The same shall apply should the Customer not have a registered office or customary residence in the Federal Republic of Germany.

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