

SALES, DELIVERY AND TERMS OF PAYMENT OF THE KINDERPLANET GESELLSCHAFT FÜR ABSATZFÖRDERUNG MBH

1. COVERAGE

Each delivery of the seller are subject to the following terms and conditions. Conflicting conditions of the customer are not accepted by the seller, even if he executes orders without first explicitly contradict them again these conditions. These terms are considered accepted by placing an order or acceptance of the goods by the customer..

2 OFFERS

All offers of the seller are subject to change, unless it is expressly stated in the offer . Any supplements must be in writing. In particular, product descriptions provide , even when they take on DIN standards no supplement.

3 PLACE OF PERFORMANCE

The place of performance for the seller´s obligations is the headquarter of the seller. If the seller delivers goods, delivery takes place at the expense of the customer.

By handing over the goods to the carrier or to the customer the risk of damage, destruction or loss of the goods passes on to the customer .

4 PRICES / PAYMENT

All prices are in Euro plus VAT on domestic supplies. Deliveries must be made immediately upon receipt of invoice without discount-deduction, unless a due date is agreed upon in writing. The offsetting claims is only allowed if the seller accepts the counter-claim, or it is legally established. The customer does without the right of retention from earlier or other transactions of the current business relationship.

5 DELIVERY TIME / PART DELIVERY

The delivery time details of the seller are approximate and not binding Partial deliveries are permitted and can not be rejected if the rest is still supplied or the partial delivery for the customer is not without interest. If the seller is getting in delay of delivery , the customer must notify the seller a reasonable period of at least 4 weeks before he can make use of its rights according to § 326 BGB .

6 COMPLAINTS AND WARRANTY

For notifications of defects by merchants the legal regulations are valid. Moreover obvious defects have to be notified to the seller within a period of 14 days, Otherwise, no more warranty claims liabilities may be asserted. In addition, the seller guarantees by mending free at its discretion or he makes a free replacement. If two attempts to mend or to deliver replacement fail, the customer is entitled , at his option , to demand a reduction or change. If changes, servicing and repairs are made without the written consent of the seller, by the customer or by third parties , so will expire the warranty obligations, unless the customer proves that the error is in no dependence to the above mentioned operations.

For used equipment warranty of any kind is excluded . Exception to the rule requires the written agreement.

7 LIABILITY

The seller is liable only for damages caused by gross negligence or willful misconduct by him or one of its agents, unless it concerns warranted characteristics. For consequential damages, especially from the viewpoint of positive breach of contract, the seller is not liable if the damage is not covered in the warranty area of a warranted characteristic. The seller is not liable for unforeseeable damages or those within the responsibility of the customer. The above liability rules are concerning contractual as well as non-contractual claims. This does not affect the seller's liability under the Product Liability Act.

8 RETENTION OF TITLE

The delivered goods remain property as reserved goods of the seller until payment of the purchase price and payment of all existing demands from the business relationship and future claims, regardless of the legal reason. If reserved goods are resold by the customer or combined with other objects, he shall already arising from the sale, or combination claims in the amount of the reserved goods with all ancillary rights and priority over the rest to the seller. The seller accepts this assignment. The value of the reserved goods is according to the amount provided by the seller in the invoice plus a security surcharge of 10 %. This approach remains except to the extent rights preclude him from third parties. The customer is entitled and authorized that the requirements described in the previously designated paragraph actually transferred to the seller for sale, or combination of the reserved goods in the ordinary and proper course of business and with the proviso. The customer is not entitled for other disposition of the collateral assignment. Any processing of the goods shall be done for the seller, without, however, obligating the seller. The seller authorizes the customer subject to revocation, to collect the assigned receivables to the seller. The buyer is obliged to appoint the debtor and to notify him the assignment. Also, the seller is authorized to notify the debtors of the assignment. If the value of the seller securities granted his claim by more than 10%, he is obliged to transfer or release of customer's choice.

9 GOVERNING LAW , JURISDICTION

On contractual and non-contractual claims is governed exclusively German law. Exclusive local jurisdiction in disputes among merchants is the headquarters of the seller.

10 MISCELLANEOUS

Additional or different agreements are only valid if made in writing. Should any one of the above mentioned conditions should be invalid, the validity of the remaining points is unaffected. The invalid clause will then be replaced by another one by mutual agreement, which comes closest to the invalid clause economically and according to its intention.