

General Terms and Conditions – www.gofigure.de

§ 1 Foreword

- 1) The contractual relationship between Firma Haydon (referred to henceforth as Go-Figure) and the customer is defined exclusively by the following terms and conditions in their currently valid version. Additional or differing terms and conditions of the customer are not legally binding unless confirmed in written form by Go-Figure.
- 2) These terms and conditions are available to view, download and print at <http://www.gofigure.de/en> under the menu item "Terms and Conditions".
- 3) These terms and conditions are available in both the German and English languages.

§ 2 Closure of Contract

- 1) By placing an order via the Go-Figure website the customer declares his/her binding intention to purchase the ordered wares. The receipt of each order is confirmed by eMail by Go-Figure immediately. Further to this, the customer receives an *order confirmation* within one working day from Go-Figure, which serves to confirm the content, cost, delivery time of the order and the availability of the ordered wares.
- 2) If the customer chooses to pay by advance payment (bank transfer, PayPal or payment on collection) the contract between the customer and Go-Figure comes into effect at the moment in which the amount due is paid in full by the customer.
- 3) If the customer chooses to pay on delivery of his/her, the customer is requested to confirm the details of his/her order as detailed in the *order confirmation*. The contract between the customer and Go-Figure comes into effect at the moment in which the customer confirms this *order confirmation* in written form.

§ 3 Payment

- 1) All product and shipping prices include German VAT at the current rate. Prices and offers listed in websites, flyers, advertisements etc. are non-binding and subject to confirmation by Go-Figure in written form.
- 2) Payment is made by advance payment or on delivery. If the customer chooses to pay by advance payment (bank transfer, PayPal or payment on collection), payment is due immediately on contract closure (cf. §3). An additional administration fee of €2.50 is charged to the customer for payments made by PayPal.
- 3) If the customer chooses to pay on order delivery, the company DHL is contracted to collect the amount due from the customer on behalf of Go-Figure on delivery of the ordered wares. An additional administration fee of €6.00 is charged to the customer for this DHL Cash on Delivery service.
- 4) Go-Figure retains ownership of ordered wares until these have paid for in full.

§ 4 Shipping

- 1) The customer is responsible for the responsibility/ risk of shipping. The responsibility/ risk are transferred to the customer at the moment in which the delivery company receives the ordered wares from Go-Figure. The shipping costs are calculated according to the weight and destination country of the delivery and include shipping insurance to the value of the ordered wares.
- 2) Ordered wares are generally shipped within 3 working days of contract closure subject to the correct and timely delivery to Go-Figure through its suppliers. Should one or

more ordered articles not be available at the time of order, Go-Figure is obliged to inform the customer of this unavailability and the expected delay in delivery at latest in the *order confirmation*. In this case the customer may choose to back out of the contract and receive immediate reimbursement of any payments made. Should Go-Figure not meet a delivery deadline as promised, the customer may choose to back out of the contract following the expiry of a period of respite, to be set and communicated to Go-Figure in written form by the customer.

- 3) The customer is responsible for costs resulting from his/her unavailability at the provided address or from his/her refusal to accept the delivery of the ordered wares. Go-Figure reserves the right to seek compensation for damages resulting from the unavailability/ unwillingness of the customer to accept delivery of the ordered wares, insofar as the customer is unwilling to cover these costs.

§ 5 Guarantee

- 1) The customer receives a guarantee of 24 months on all ordered wares, this guarantee beginning with the date of delivery. This guarantee does not cover wear and tear or damage caused through usage.
- 2) Should an order arrive in an incomplete and/or damaged state, the customer is obliged to inform Go-Figure of this within 14 days of receipt. If Go-Figure receives no information of any such damage/ incompleteness within 14 days of receipt, the ordered wares are considered to have been accepted by the customer by default.
- 3) Should the customer register a legitimate complaint, Go-Figure may choose to either improve or repair the damaged/ missing wares. The customer has the right to define a reasonable deadline by which this improvement/ repair must occur. If this deadline is not met by Go-Figure, the customer has the right to either back out of the contract or demand a reasonable reduction of the order price which Go-Figure must reimburse.

§ 6 Right of Return

- 1) Right of return: the customer has the right to back out the contract within 14 days of receipt of the ordered wares. The customer must inform Go-Figure of this decision either in written form (i.e. letter, fax, eMail) or through return of the purchased wares. The written confirmation or returned wares must be posted within 14 days of receiving the order and should be sent to:

Firma Haydon
Ungererstrasse 124
80805 Munich
Germany
Tel: ++49 (89) 890-911-698
Fax: ++49 (1212) 572-013-649
mail@gofigure.de

- 2) In case of a valid return, both parties must return all received payments and services. Should the customer be unable or only partially able to return the services/wares received, Go-Figure is entitled to compensation to the value of the wares which cannot be returned and/or to the value of wear and tear incurred, unless this wear and tear resulted exclusively from inspection of the delivered wares (as would be the case in a normal store). Furthermore, the customer can be sure to avoid liability for damages for wear and tear by refraining from using the ordered wares in any way beyond their initial inspection:
- 3) Should the customer choose to return the ordered wares, he/she is responsible for the return postage costs of ordered wares where the total order value was less than €40.00 and assuming the delivered wares were precisely as ordered. Go-Figure must cover the return postage costs for all other orders.

§ 7 Liability

- 1) Go-Figure is not liable for damages caused by slight negligence by either itself or its service partners, regardless of the legal nature of the claim (for example: delay, breach of duty or unauthorised acts). This exemption from liability does not apply to damages resulting from death, injury or from the breach of basic contractual obligations.

§ 8 Data Protection

- 1) All customer information is stored and processed according to the relevant passages of the German Federal Data Protection Act (*Bundesdatenschutzgesetz*) and the Information and Communication Services Act (*Teledienstschutzgesetz*) only. Customer information may be retained only for clear, defined and lawful ends.
- 2) Go-Figure may not pass on the customer's personal information – including his/her eMail and postal address – to any third parties, with exception of those service partners which are involved in the processing and shipping of the ordered wares. The customer has the right to be informed about the use of his data as well as the right to demand the correction and/or deletion of his/her data.

§ 9 Miscellaneous

- 1) Any disputes arising from this contract will be settled before a competent Munich court of law.
- 2) This contractual relationship is determined exclusively by the law of the Federal Republic of Germany (with exception of the UN agreement regarding the purchase of moveable objects).
- 3) Should one or more passages of this contract be partially or entirely inoperative, this has no effect of the validity of the remainder of the contract. Such inoperative clauses

are considered to be replaced by those legally valid clauses which are as close as possible in content and intended purpose to these inoperative clauses.

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