

SCC EVENTS GmbH SHOP

Terms & Conditions (TERMS)

These General Terms & Conditions of Sale and Delivery shall apply to all agreements and other services provided by SCC EVENTS GmbH; upon ordering, the Buyer agrees to these terms, which are then an integral part of the order contract. Any regulations that contradict these Terms & Conditions, which have not been explicitly approved in writing, are non-binding for the SCC EVENTS GmbH, even if not explicitly denoted as a contradiction. Any individual verbal agreements or special conditions stated by SCC EVENTS GmbH upon completion of the contract take precedence to these Terms & Conditions in that order.

§ 1 Conclusion of the Contract –Terms of Delivery

(1) A delivery contract is entered between the Buyer and SCC EVENTS GmbH, Olympiapark Berlin, Hanns Braun-Straße/Adlerplatz, 14053 Berlin, for the purchase of goods.

(2) All information regarding the goods and prices are non-binding throughout the order process; mistakes and errors excepted. The order becomes binding upon the dispatch of the respective notice made by SCC EVENTS GmbH to the Buyer or upon delivery of the goods. This notice will be provided within 10 days of receipt of the order and will be made in writing either by mail, fax, or email. Orders are only accepted in quantities applicable for personal use. SCC EVENTS GmbH has the right to refuse to accept an order, especially if the item selected is not available or if the Buyer is delinquent with due payments.

(3) The Buyer is obligated to immediately review the notice according to § 1 Para. (2) for mistakes or deviations from the order, and if found, to report these deviations immediately to SCC EVENTS GmbH. Should the Buyer or SCC EVENTS GmbH cancel the contract within the cancellation period denoted in § 2, the Buyer is obligated to return the said goods unopened to the address listed on the delivery note. SCC EVENTS GmbH will carry the cost of the return shipping if the Buyer was not responsible for the conditions of return.

§ 2 Right of Revocation

(1) The Buyer has a right to revoke his order within two weeks of receiving the order without stating any reasons. The revocation must be made in writing or by email, (e.g. letter to SCC EVENTS GmbH, Olympiapark Berlin, Hanns-Braun-Straße/Adlerplatz, 14053 Berlin; Fax an: 030/30 12 88 - 40, or E-Mail to shop@scc-events.com) or through the return of the goods (sent to: SCC EVENTS GmbH, Olympiapark Berlin, Hanns-Braun-Straße/Adlerplatz, 14053 Berlin). The two-week period of starts to run upon the receipt of this notice in writing, but not before the goods have reached the recipient (in the case of recurring deliveries of similar products not before you receive the first partial delivery) and also not before the fulfilment of our information obligation under Article 246.2 in conjunction with Article 1 Para. (1) and (2) of the Introductory Statute to the German Civil Code, as well as our obligations under Article 312e.1.1 of the German Civil Code in conjunction with Article 246.3 of the

Introductory Statute to the German Civil Code. The cancellation period will be deemed not to have been exceeded if the revocation or the goods are mailed in good time.

(2) Consequences of Revocation

(a) In the case of an effective revocation, the mutually received goods by the Buyer and SCC EVENTS GmbH must be returned and any derived profits (e.g. interest) must also be returned. If the Buyer cannot return the goods received, in part or in whole, or if he can only return it in worse condition, he is required to offer compensation of equal value. This does not apply when the deterioration of the goods occurred exclusively when examining them, as may have been possible in a retail shop

(b) The Buyer is obligated to send the goods back at the cost and risk of SCC EVENTS GmbH. As an exception, the Buyer must pay the cost of return shipping for orders valued at less than 40 Euros unless the delivered goods did not correctly reflect the order. The obligations to reimburse payments must be fulfilled within 30 days. The time limit begins for you when you send your cancellation or the goods, and for SCC EVENTS GmbH upon the receipt thereof.

(3) Exceptions from the Right of Revocation

The right of cancellation does not apply to orders for the delivery of products especially manufactured for the Buyer's own needs, esp. for orders made within the framework of the Jubilee Club, The right of cancellation also does not apply to orders of data media, if the seal on the delivered memory medium (e.g. CDs, video cassettes, DVDs) has been broken.

§ 3 Prices–Shipping & Handling –Terms of Delivery

(1) The listed prices include VAT.

(2) SCC EVENTS GmbH will calculate shipping according country of delivery according to the following pricing:

* EUR 5.00 will be billed by SCC EVENTS GmbH for deliveries within Germany,

* EUR 15.00 for deliveries to EU countries (Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Greece, Hungary, United Kingdom, Ireland, Italy, Latvia, Lithuania, Luxemburg, Malta, Netherlands, Poland, Portugal, Romania, Sweden, Slovakia, Slovenia, Spain) and to the following non-EU countries (Monaco and San Marino)

* EUR 20.00 for deliveries in the following non-EU-countries (Andorra, Liechtenstein, Norway, Switzerland, Vatican City)

* EUR 25.00 for deliveries in the following countries (Algeria, Armenia, Azerbaijan, Belarus, Egypt, Georgia, Gibraltar, Iraq, Iran, Israel, Jordan, Kazakhstan, Kuwait, Lebanon, Libya, Moldova, Morocco, Oman, Qatar, Russia, Syria, Tunisia, Ukraine)

* EUR 30.00 in all other countries. Our prices for deliveries abroad are net of customs duties or other taxes, which are to be borne by the purchaser.

(3) The place of fulfilment and shipping location for all SCC EVENTS GmbH shipments is Berlin, as long as no other location is stated in the notice according to § 1 Para. (2). In general, delivery will occur within three weeks, at the latest within 30 days. In single cases, delivery may be longer, especially according to § 1 Para (2) in the case of delivery through a third party or for delivery abroad.

Compliance with the delivery commitment is subject to the timely and orderly completion of the Buyer's obligations. The right to the defence of the lack of performance of the contract is reserved.

(4) SCC EVENTS GmbH is permitted to send partial deliveries. If a Buyer is not interested in receiving a partial delivery, he must explicitly state that while ordering.

§ 4 Terms of Payment – Reservation of title

(1) Until payment has been received in full, the delivered goods remain the property of SCC EVENTS GmbH.

(2) The entire purchase price is due at the latest upon delivery of the ordered goods. Only the methods of payments offered during the order process will be accepted. Should a direct debit payment be returned or not honoured, upon placing the order the Buyer irrevocably gives permission for SCC EVENTS GmbH to contact his bank for his name and current address. The Buyer is required to promptly provide any change in address to SCC EVENTS GmbH in writing, by fax, or by email if completed orders have not been paid in full.

(3) SCC EVENTS GmbH will charge interest for late payments in the legal amount of 5% above the prime lending rate for the European Central Bank. The right to prove a higher claim for damages caused by default remains unaffected.

§ 5 Warranty and Liability Exclusion

(1) Should there be deficiencies in the delivered goods, which give cause for the Buyer to make use of his warranty, he can request rectification through either remedial action or a replacement delivery within an appropriate timeframe by SCC EVENTS. SCC EVENTS GmbH can refuse the type of rectifications requested by the Buyer if disproportionate costs would arise. If the rectification cannot be achieved, the Buyer has the option of withdrawing from the contract or claiming a reduction in the purchase price. SCC EVENTS GmbH is responsible for all of the expenditures necessary to rectify the deficiencies (cost of shipping, delivery, work and materials), unless these costs were higher because the goods had to be delivered to a different location than that appointed in the initial order.

(2) The Buyer loses his warranty rights if he does not promptly report any apparent deficiencies to SCC EVENTS GmbH upon receipt of the goods in writing, by fax or by email. Any other deficiencies should be reported as soon as they become apparent. The warranty period ends two years after receipt of the goods by the Buyer.

(3) SCC EVENTS GmbH is otherwise only liable for compensation according to statutory provisions. Unless SCC EVENTS GmbH has been proven to have acted intentionally or with gross negligence with respect to any contractual responsibilities, the claim to damages is limited to the amount of the foreseeable or typical damages. The mandatory liability regulated by the Product Liability Act, as well as liability for damages arising from injury to life, limb, or health that are culpably caused and can be attributed to the SCC EVENTS GmbH, its legal representatives, or vicarious agents remain unaffected.

(4) Any liability on the part of SCC EVENTS GmbH that goes beyond that described in Para. (3) is excluded, regardless of the legal nature of the claim for damages (e.g. based on contractual negotiations, unlawful acts, etc.), with the

exception of claims for damages due to the impossibility of delivery that is at the fault of SCC EVENTS GmbH.

(5) Inasmuch as liability on the part of SCC EVENTS GmbH for damages is excluded or limited, this is also true with respect to any personal liability for its employees, representatives, and vicarious agents.

(6) Negotiations with SCC EVENTS GmbH or any person named in Para. (5) regarding a warranty claim only delay such expiration if such claims are undisputed and have been established as being legally binding or have been recognised in writing by SCC EVENTS GmbH.

(7) The Buyer shall have no right to offset obligations or to retain funds for counterclaims or to reduce the purchase price, insofar as the respective counter-claims or conditions warranting a reduction are not undisputed, have not been legally established or have been not recognised in writing by SCC EVENTS GmbH. The Buyer is only permitted to retain funds if the counter-claims are based on the same contractual relationship.

§ 6 Security of Electronic Payments

SCC EVENTS GmbH will do its utmost for the security of electronic payments by utilising up-to-date payment procedures [currently: Secure Socket Layer (SSL)]. Nonetheless, SCC EVENTS GmbH does not assume any liability for cases of misuse that might occur with a debit or credit card used by the Buyer for the transaction, regardless of whether or not the Buyer used the most secure method of electronic payment.

§ 7 Diverse

(1) German law applies exclusively to all agreements between the Buyer and SCC EVENTS GmbH included in these Terms & Conditions, even if the order was placed from abroad or the shipment was delivered abroad. (2) If the Buyer's residence or normal place of abode is in a non-EU country, Berlin is the exclusive place of jurisdiction for all claims with respect to the order and the respective contract, including the delivered goods. SCC EVENTS GmbH has the right to sue the Buyer in the general place of jurisdiction of the Buyer.

SCC EVENTS GmbH
Olympiapark Berlin
Hanns-Braun-Straße/Adlerplatz
14053 Berlin
District Court Charlottenburg HRB 20965 B
VAT ID no. DE136599588
Legally represented by the Managing Directors
Christian Jost, Jürgen Lock

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