

**General Terms and Conditions of Business of A. Stein`sche
Buchhandlung GmbH
Steinerstr. 10 • 59457 Werl •
Managing Director Alexander Stein**

As at 13.06.2014

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Legal notice

A. Stein`sche Buchhandlung GmbH, Steinerstr. 10, 59457 Werl will process your orders according to the following General Terms and Conditions. The conditions apply that are effective on the date of your order. The customer may download or print the text on his or her computer. We shall not recognise any requests/regulations deviating from these conditions unless expressly confirmed by us in writing. This contract is subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on the International Sale of Goods and, in fact, even if orders are made from overseas or delivered overseas. In the event of a legal dispute, the summonable address of our company is.

**A. Stein`sche Buchhandlung GmbH, Steinerstraße 10, 59457 Werl
represented by Managing Director Alexander Stein**

Section 1 Scope of application

The following General Terms and Conditions of Business shall apply to the business relationship between A. Stein`sche Buchhandlung GmbH (hereinafter: vendor) and the buyer. The vendor shall not recognise any deviating terms and conditions of the buyer, unless it has explicitly consented to their applicability.

Section 2 Conclusion of contract

Your order will start to be actioned when you click on the "Order" button [or: ...when you place the goods in the shopping basket and click on "Send order"...etc.]. By placing your order, you confirm that you wish to purchase the goods. You will be immediately informed of the receipt of your order via e-mail. The confirmation of receipt is sent automatically but does not yet constitute a statement of acceptance. The sales contract will come into being when we accept the offer included in your order to conclude a sales contract by delivering the goods.

Section 3 Briefing on cancellation

Consumers have a legal right of cancellation. A consumer is any natural person who enters into a legal transaction for a purpose that cannot be allocated to his or her commercial or self-employed activities (Section 13, German Civil Code).

RIGHT OF CANCELLATION

You shall have the right to cancel this contract within fourteen days without citing any reason. The cancellation period is fourteen days as of the date on which you or a third party named by you, who is not the carrier, has taken possession of the goods. In order to exercise the right of cancellation, you need to inform us

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of your decision to cancel this contract by means of a clear statement (e.g. a letter sent by mail, fax or e-mail). You may use the cancellation form template provided for this purpose, although this is not mandatory. In order to comply with the cancellation period, it shall suffice if you forward the notification regarding the exercising of the right of cancellation prior to the expiration of the cancellation period.

CONSEQUENCES OF CANCELLATION

Should you cancel this contract, we shall be required to reimburse you all payments which we have received from you, including all costs of delivery (with the exception of additional costs resulting from the fact that you have selected a delivery other than the standard, lowest-priced delivery offered by us), immediately and no later than fourteen days from the date on which we receive the notification of your cancellation of this contract. We shall use the same method of payment for this reimbursement as you used for the original transaction unless we have explicitly agreed otherwise with you; on no account shall you be charged anything for this reimbursement. We may refuse to make the reimbursement until the goods have been returned to us or until you have provided proof that you have sent the goods back, whichever is the earliest. You shall be required to return or surrender the goods immediately and in any case no later than within fourteen days from the date on which you inform us of the cancellation from this contract

**A. Stein`sche Buchhandlung GmbH
Steinerstraße 10
59457 Werl.**

The deadline shall be met should you send the goods prior to the expiration of the deadline of fourteen days. You shall bear the direct costs of the return of the goods. You shall only be required to pay for any loss in value of the goods should such loss in value be attributable to your handling of the goods in a manner unnecessary for the inspection of their quality, characteristics and functionality.

- End of statutory briefing on cancellation -

Exclusion and/or premature expiration of the right of cancellation:

No right of cancellation exists for goods which have been manufactured in accordance with customer specifications or have obviously been customised to meet personal requirements. The same shall apply to articles which are not appropriate for return due to their quality (see also §9) and downloads. As explicitly agreed by the customer upon submission of order, the right of cancellation does not apply to eBooks and downloads, as the execution of the contract begins prior to the expiration of the period of cancellation.

In addition, there is no right of cancellation for distance-selling contracts for the delivery of audio or video recordings or of software in a sealed package should the delivered data carriers have been unsealed by the consumer itself.

In addition, there is no right of cancellation in the case of magazine subscriptions or for the delivery of individual newspapers, magazines and periodicals.

Section 4 Reservation of non-availability

We reserve the right to abstain from executing your order should we not have the ordered title in stock, the title not in stock is already out of print at the publishing house and the ordered goods are thus unavailable. In such a case, we shall immediately inform you of the non-availability and immediately reimburse any purchase price already paid by you.

Section 5 Prices and costs of dispatch

We deliver postage and packaging free to all postal addresses in the Federal Republic of Germany, Austria and Switzerland. For deliveries to all other countries we charge the dispatch costs which apply. <http://www.buchversand-stein.de/index.php?id=porto>
For deliveries to Switzerland as well as other countries overseas, the buyer will be responsible for paying any taxes and customs duties.

Section 6 Costs of return

In the event of a cancellation (§ 3), you shall bear the costs of return should the delivered goods correspond to those ordered.

Section 7 Terms and conditions of payment and delivery

Unless otherwise agreed, the delivery shall be made ex warehouse to the delivery address cited by the buyer. Unless otherwise agreed, the purchase price will be due upon the conclusion of the contract. The buyer may pay the purchase price via credit card, via PayPal, by bank transfer or by direct debit (from German accounts). In the event of the return or non-payment of a direct debit, the buyer shall irrevocably empower the bank at the time of placing the order to provide the vendor with its name and current address. New customers have a ceiling of GBP 100.00 for purchases on account. Payment on account is only possible for consumers over 18 years old. The delivery time is 5 working days after sending of our order confirmation.

Section 8 Offsetting, retention

The buyer shall only be entitled to a right of offsetting should such counterclaims be determined to be legally valid or is acknowledged by the vendor. In addition, the buyer shall only be authorised to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

Section 9 eBooks

The contract of use regarding eBooks and the delivery thereof shall be accepted by the sending of an e-mail to the e-mail address provided by the customer. The customer shall be responsible for the download itself.

No right of cancellation/return exists, as the customer avails itself of a service in the event of eBooks which is already rendered upon conclusion of contract.

The customer shall receive the simple, non-assignable right to use the offered title for the exclusive personal use pursuant to the copyright law. The customer shall have the right to download the purchased eBook on to an end device of its choice and transfer it to up to five other different end devices, provided the reading software Adobe Digital Editions is installed on such devices.

You are explicitly prohibited from changing or processing a file or parts thereof in any way whatsoever or making it available in any way whatsoever to third parties, either privately or commercially.

Section 10 Reservation of ownership

Until such time as the purchase price has been paid in full by the buyer, the delivered goods shall remain the property of the vendor.

Section 11 Warranty

Should the purchased item contain a defect, the statutory warranty provisions of §§ 434 et seq. BGB shall apply.

Section 12 Data protection

We use your personal data exclusively for purposes relating to your order, e.g. for information on your order status and/or delivery status and for internal customer analyses. Personal data will of course be treated confidentially and not forwarded to third persons. Please also see our privacy statement. The buyer explicitly consents to the collection, processing and use of the data obtained in the context of the business relationship. The buyer has a right of information, in addition to a right to correct, block or delete his or her stored data.

Section 13 Applicable law and place of jurisdiction

The law of the Federal Republic of Germany shall apply, to the exclusion of the UN Convention on the International Sale of Goods. Should the customer be a merchant or a legal entity under public law, the exclusive place of jurisdiction for all disputes arising from this contractual relationship shall be the competent court for our registered office at 59457 Werl.

Legal notice

Operator: Managing Director: Contact:

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Arnsberg Local District Court HRB 4080

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Tax no.: 343/5744/0114
Tax Office: Soest Tax Office