

General trade conditions for the final customer

Art. 1 Validity field and object of supplies

The following general trade conditions apply to contracts entered by you – as customer – and us, Delticom AG of Hannover, through our Internet site, by phone or fax.

Art. 2 Conclusion of the contract / Order procedure

Through our website, you have the possibility to order the merchandise presented there by fax, by telephone or by using an online form. If you provide the requested data in the order form and you send this order, you make a binding offer; the telephonic order, the one by fax and the one through Internet have the same legal validity in this sense. By this order, you clearly declare that you wish to purchase the merchandise in question. We will confirm the receipt of your offer through an order confirmation; this order confirmation does not represent an acceptance of the order. The acceptance of your order (and thus the conclusion of the contract) is carried out by the shipment of the merchandise ordered by yourself; until that moment you can revoke the order you have made. After the conclusion of the contract, you still have the right to revoke the contract (see below).

Art. 3 General delivery and payment conditions

The information, as well as the actual postage and packing expenses, as well as the payment conditions, will be taken over from the delivery and payment conditions of the respective Internet portal. For deliveries abroad, we reserve the right of restriction, in certain circumstances, the selection of payment modalities.

Art. 4 Return policy and the termination of the contract

You can terminate the contract in two weeks time, without mentioning the reasons, as text (e.g. letter, fax, e-mail) or by returning the object. The return period is calculated from the moment of the receipt of the merchandise. The revocation is to be sent to:

Claims@delti.com. We ask you not to send merchandise to the administrative centre in Hannover. We cannot accept merchandise there. Please give us a call, or contact us via email at Claims@delti.com or by fax at +49 (0)89 208080810. We shall come and collect.

Art. 5 Consequences of the termination of the contract

In case of valid termination, the mutually received supplies will be refunded, if case, acquired benefits (e.g. interests) will be issued. In case you cannot return the supplied goods totally or partially, or you can only return them in a very damages state, you are under obligation to pay the difference in value. However, this does not apply if the damages could have only been observed had the object in question been seen and checked as in a regular shop.

You can avoid paying the difference in value if you do not use the object as an owner and you do not undertake any actions that might deteriorate it. All goods (both those that can be packed and those that cannot) will be collected. Payment is due in 30 days from the date of the cancellation.

Delticom AG ■ Brühlstr. 11 ■ 30169 Hannover ■ Germany
www.delti.com ■ info@delti.com

Vorstand: Rainer Binder, Dr. Andreas Prüfer ■ Vors. d. Aufsichtsrats: Peter Stappen
Sitz Hannover ■ HRB 58026 ■ USt-IdNr.: DE 812759861 ■ USt-Nr. 2521111532
Commerzbank Hannover ■ Konto 4545406 ■ BLZ 25040066 ■ SWIFT: COBADEFF250 ■ IBAN
DE41250400660454540600

We make every effort to ensure that you, as our customer, are satisfied with our services. You have the right to return all (unwanted) goods bought at Delticom Ltd within 30 days after delivery. For more information, please contact us.

Art. 6 Right of property

We reserve the title of property to all products delivered, until all outstanding payments and demands concerning the order have been settled, including demands subject to condition. This also holds true for any ensuing payments.

To exercise our title of property, we may demand the immediate return of the product without any right of retention, except in the event of legally binding or unrefuted claims.

Art. 7 Warrantee

Detailed information regarding your warrantee rights are to be found on our homepage. The legal provisions regarding warrantee are generally valid.

Art. 8 Protection of intellectual property

All rights reserved. Text, images, sound, graphics, animations and videos, as well as the layout of our website are covered by copyright and other trademarks. It is prohibited to copy, distribute, change or offer access to a third party to the content of these websites for commercial purposes. Some of our websites include images, which are copyright of a third party. If not indicated otherwise, all trademarks on our websites are registered. The use of our websites does not grant any licence to intellectual property by us or any third party.

Art. 9 Accuracy of information

When registering as an user, you are under obligation to provide accurate date, corresponding to reality. In case data is modified before the complete accomplishment of the contractual obligation, especially the name, address, e-mail address, telephone number and the banking details, you are under obligation to inform us of it without delay. Please do this via e-mail to Order@delti.com. In case you fail to provide this information or if you provide false information on purpose, especially the wrong address or e-mail, we reserve the right to terminate the contract, in case there already is one. The termination will be declared in writing, its written form being ensured by sending an e-mail.

In case you have made the order via the Internet, an e-mail containing customer information will immediately be sent to you. Please contact us at Order@delti.com in case the said e-mail does not reach you within 4 hrs from the moment you placed the order. Please undertake all necessary actions to keep your e-mail address accessible.

Art. 10 Chosen law

The laws this contract is bound by are those of the German Republic.

The application of the unitary right of the UN (Agreement on the sale merchandise contracts of 11.04.1980) is excluded.

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