

b.comAGGeneralTermsofBusiness

Deliveries, services and offers of b.com AG (called "utilizer" in the following) are conducted exclusively along the guidelines of the general terms of business. Therefore, they are also valid for all future business transactions, even if these are not expressly arranged. This is also true, if the utilizer makes the shipment to the customer without reservation, even if the utilizer knows of the customer's contrary or diverging terms of business. Not later than at the point of acceptance of shipment or service do these regulations become valid.

Eventual deviations to these general terms of business become effective only with the utilizer's written consent.

1. Contract Agreement

a. Offers and statements in regard to the utilizer's distributed devices are subject to being sold and non-binding product descriptions, such as specifications and documents of distributed products, which are approximate and not definitive; they do not represent guaranteed characteristics.

b. Customer orders are binding offers, which the utilizer accepts either in sending a written acknowledgment of order or the direct shipment of goods at the retail price mentioned in the invoice. If ordered product of an order on call is not accepted within a month since the date of the confirmation of order, the utilizer's delivery obligation is nullified. The customer remains obliged to call and accept these goods.

c. In case the customer orders products from the online shop, the utilizer acknowledges the receipt of the order without delay. The acknowledgment of receipt does not embody a binding acceptance of order. This status is reserved exclusively for the acknowledgment of order.

d. The acknowledgment of order is a constituent of contract. The customer is obliged to check this acknowledgment of order for its factual accuracy.

2. Delivery deadlines and dates, right to rescind

Delivery dates or deadlines, which can be arranged bindingly or non-bindingly, need to be in writing.

The contract agreement occurs under the premise of the correct and punctual self-delivery by the utilizer's suppliers. This is only the case, if non-shipment by the utilizer is not justifiable, especially with an agreement of a congruent covering transaction with the utilizer's supplier. The customer will be informed about the service's non-availability without delay. In case of an already met quid pro quo, it will be refunded without delay.

Delays of shipment or service on the grounds of force majeure and events, which impair the utilizer's shipment capabilities or make it impossible - in particular this includes walkouts, lockouts, authority orders, substantial changes in energy costs, freight charges or other relevant incidental costs, etc., even if they occur with our suppliers or their subcontractors - do not, even with binding deadlines and dates, obligate the utilizer to fulfil these.

The previously mentioned delays of shipment or service entitle both contractual parties, within a reasonable deadline of three weeks after becoming public and reports on the cause of interference, to demand an adjustment of contract to the changed circumstances or the unwinding of contractual obligations according to § 346 ff. BGB.

They entitle the utilizer to delay the shipment or service for the duration of the hindrance in addition to a reasonable period of adjustment, or to step down from the contract in Goods shipped by the utilizer to the customer cannot be moved out of the agreed country of shipment. If an export of goods does take place, these goods are subject to authorization under German foreign trade laws or laws of the products' originating country. Authorization has to be applied for by the customer.

3. Prices

All price offers and information outside of the acknowledgment of contract are nonbinding and subject to being sold and can be altered by the utilizer at any time.

All prices do not contain either additional packing or insurance costs.

4. Terms of payment

The purchase price and prices for collateral services are due immediately and without deduction at the time of handing over of the purchased item and upon delivery or sending of invoice, except when arranged otherwise in writing. A payment is valid only after the utilizer can freely use said payment. The utilizer is entitled to credit customer's payments to older due balances, even if not in line with prevailing regulations. The buyer will be notified about the mode of payment. If additional costs and interest rates did occur, the utilizer is entitled to debit the payment in the following order of costs, then interest rates, and main service.

We reserve the right to cede claims from our terms and conditions of business.

All payments are to be made exclusively and with debt-discharging effect to the bank accounts of Coface Finanz GmbH, Isaac-Fulda-Allee 5, 55124 Mainz, Germany, to which we have ceded our present and future claims from our terms and conditions of business. We also transferred our property acquired under reserve to this institute. However, this does not include claims resulting from COD orders, as well as those resulting from special arrangements of parties.

If the customer is late in paying the balance of one or more outstanding debts, or has culpably failed to honor other essential contractual obligations, or if the utilizer should find out about circumstances which would depreciate the customer's credit rating, especially if these incur suspension of payment, return debit notes, pendency settlements or insolvency, all claims are immediately due. Furthermore, in case of default of payment, the utilizer is authorized to charge the customary bank interest rate, but at least 8% more than the corresponding Bundesbank rate. We reserve the right to claim additional delay charges that are incurred beyond the above rate. In case the customer is late with a due payment, the utilizer, in line with § 320 ff., 324 ff. BGB, is entitled to fulfill further outstanding or future contractual shipments, either in full or in part only for advance payment or per COD. If COD is not fulfilled by the customer, the utilizer is entitled to sell goods (without the loss of other contractual rights), either at the customer's or its own expense, charging the difference in the purchase price and this sale price to the customer.

The customer can only go against the utilizer's claims, if the counter claim of the customer is uncontested or legally sound; a compensatory claim can only be made, if this is in line with guidelines of the purchasing contract.

5. Changes of contract and / or supplements

For the validity of changes in contract and/or supplements, as well as oral agreements, there has to be an express written agreement by the utilizer. The utilizer's sales personnel is not authorized to make oral supplementary contract agreements or oral assurances, which go beyond the written contract agreement.

6. Transition of liability

As soon as products are shipped to the customer, through the utilization of a shipping company, a freight manager, other non-autonomous logistics businesses or individuals used for transport, the liability of a coincidental impediment or coincidental loss of product lies with the customer. The mode of shipment, including packing materials, as well as the decision to use domestic shipment warehouses or foreign manufacturers/subcontractors for shipping lies solely with the utilizer, except if other agreements have been made.

An invoice including packing and handling charges are billed to the customer without delay.

7. Reservation of property

Shipped goods remain property of their owner until all present and future claims (in case they are in regard to shipped goods) are met by the customer. In case balances are met by an exchange or cheque transaction, reserve of property is valid for the duration until finalization.

As long as the utilizer's claims are ceded to Coface Finanz GmbH, we also transferred our property acquired under reserve to this institute.

The customer is only entitled to the reselling of goods under the guidelines of the reservation of property clause and providing proper conditions of business. Premptively, the customer, for his own protection, hands over all existing legal claims regarding the reselling of goods to the utilizer.

Furthermore, the customer is not entitled to pawn goods or retain goods for preventive safekeeping. The customer is entitled to repossess rendered claims in his name. If the customer does not meet his obligations for payment, this direct-debit mandate can be revoked. Money tendered on the grounds of a direct-debit mandate will be handled by the customer for the utilizer in ways of a trustee with special safekeeping and accounting.

Claims or access to above goods of third parties, are to be reported by the customer by providing the needed documents. At the same time, the customer is obligated to notify the third party about the utilizer's reserve of property. Costs of resulting interventions of the utilizer against debtors or third parties with access to above goods are billed to the customer.

In case the customer acts in blatant breach of contract (especially in regard to delay of payment), the utilizer is entitled to step down from the contract.

Eventual processing of above goods with other goods is taken on by the customer for the utilizer, without other resulting legal obligations for the utilizer. When the utilizer's property rights become void, due to processing, mixing or combination with other goods, this guideline provides, that the utilizer's co-ownership in the transaction is rendered in part to the utilizer (at invoice value). The customer's hold over this subjected connection does not create costs for the utilizer. When reselling goods from this subjected connection, the above mentioned pre-payment at the value of the above goods is also valid for claims made by the creditor for their reselling.

Goods under reserved property have to be insured by the customer for all eventualities. Goods under reserved property regulations are to be treated with the utmost care by the customer; they are to be stored separately and have to be marked at the will of the utilizer. The customer concedes all claims concerning damage, destruction or loss of goods, especially those regarding insurance contract obligations or claims resulting from legal proceedings at the value of goods (invoice value) to the utilizer. The utilizer makes available all securities, according to regulations of the reserve of property upon customer request, provided that the value of securities of outstanding claims of b.com AG is more than 20%.

8. Guarantees

a. The utilizer is liable for defective products for proper legal claims regarding fault finding for the duration of prevailing legal deadlines, dated at the handing-over of goods. For the purchase of second-hand- or RMA products please take note of the guarantee in the respective informational text. Further guarantees or guarantee claims are void. The utilizer's shipped product is in mint condition at the point of delivery. Lesser deviations of shipped goods regarding quality, color, shape and form are not characteristics of faulty product, in case they are usual and acceptable. Claims for defective product are invalid, if they regard alterations, improper installations, reparations, usage made by the customer or third parties or if said product is subject to environmental characteristics which are not in line with installation standards made by the manufacturer, except in the case that the customer can certify that these circumstances are not the cause of said faults. The utilizer accepts no liability for the usability of shipped product for any special purpose, even if the utilizer gave advice about the possible application at the time of the contract agreement. The utilizer is not liable for cases, when the functionality of software does not meet the customer's demands, or if goods from the customer's selection are not compatible with each other. Guarantees are out of the question, if shipped goods are only defective in a percentage usual in the trade for such products. Liability for material defects is not applicable if serial numbers, type designation or other characteristics were removed or made illegible.

b. If a material defect exists, repairs, replacements or issuing of a credit slip can be made by at the utilizer's choice. Guarantee obligations for defective products or goods that do not match the agreed upon item of purchase, are limited to repair or return of goods for replacement or credit slips for the value of the returned product. When the utilizer has chosen repairs or replacement shipments, the following is effective: If the utilizer is unable to repair goods or deliver a replacement, or if these are excessively expensive or if the utilizer fails to eliminate defects within a reasonable, written extension, the customer is entitled to a reduction of the purchase price or for a withdrawal from the contract of sale. If the utilizer delivers a replacement for fulfillment of contract, the customer has to hand over the defective product. In case of withdrawal the customer is issued the value which is made up of the purchase price minus the benefits of use. The determination of benefits of use equals the use of the object in comparison to the probable duration of use (compare with list of current value credit slips).

c. In connection with fulfillment of contract, expenditures are only covered by the utilizer in isolated cases if they are appropriate, especially in proportion to the item's purchase price. Expenditure replacement is limited to a maximum of 2% of the original product value.

d. The customer is obligated to examine delivered goods immediately at their time of arrival for defects, their condition and, if applicable, existence of guaranteed characteristics. Obvious defects are to be reported immediately to the utilizer upon their detection in writing, but can be made no later than after the expiry of the deadline for rebuke. In case the notice of defects is not issued within 7 calendar days from the date of shipment, goods are considered approved.

e. If the customer re-sells or processes goods, he acknowledges flawlessness and the validity of contract for the shipment. Therefore the guarantee is void for already processed or resold goods after the expiration of the above mentioned deadline for rebuke. Return shipment of defective goods or on the grounds of noncontractual shipment is to be coordinated with the utilizer and only with reference to the corresponding delivery note - invoice number.

f. Liability for coincidental worsening or coincidental loss up until the entry of returned products at the utilizer's lies with the customer. Wear of product is excluded from the guarantee. This is also valid for the customer's improper usage and improper installation or cleaning of product. For the repair of these faults caused by the customer, the utilizer charges for its services at the corresponding effective rates. For repairs and replacement shipments, the same guarantees apply as for original product until the expiration of the corresponding statutory period of limitation. Guarantee services only apply for goods from their particular manufacturer and are to be claimed from him. Warranty claims against the utilizer can only be made by the immediate customer and are non-transferable.

g. For separate parts, which have been installed to correct faults, the customer can claim material defects until the statutory period of limitations has expired.

h. In the case that the analysis of the notice of defects shows, that no material defect exists, the utilizer charges this check and repairs to the customer at going rates.

i. The avallment of guarantee or warranty, as well as orders of repair at the customer's expense can only be made by the customer on the web page designated by the utilizer (www.bcom.de) in the RMA module. The utilizer's going RMA processing guidelines and guarantee regulations apply. Exception: Computers manufactured by the utilizer, which have been purchased by the customer with a PC guarantee, can only be serviced by the utilizer.

j. Returns of any kind can only made via the utilizer's service department

Table for the issue of current value credit slips

Date of invoice for product - Date of entry of RMA	Amount of credit slip in % of original product value
Less than 6 month or 6 month	100%
Less than 1 year or 1 year	80%
Less than 2 years or 2 years	60%

Example:

Invoice date: 1.10.2002 Purchase price: 365 Euro Entry date RMA: 1.9.2003 Amount of credit slip: 292 Euro (= 80% from 365 Euro)

9. Liability

The utilizer is only liable for defects in ways of intent or gross negligence, on the part of itself, its employees, representatives, and its fulfillment assistants.

Liability on the grounds of non-accidental damage to the life, body and health is untouched; this is also true for the compelling liability from the product liability law. Any liability is limited to foreseeable, typical defects according to the contract agreement. No liability can be accepted, excepting other provisions.

10. Right to withhold and prohibition of offset balances

The customer is not entitled to exercise a right to withhold in regard to the utilizer's demands, except if these claims are legally binding or acknowledged by the utilizer in writing. Furthermore, the customer is not entitled to balance costs of demands made by the utilizer out against each other.

11. Copyright protection

Documents left to the customer by b.com AG, as well as constructive services and suggestions made for the creation and production of ordered items can only be used by the customer in that context. The customer is not entitled to give third parties access to such documents or publish them in any form without our consent.

12. Legal domicile/place of fulfillment

All obligations of business relations and transactions with the utilizer are to be fulfilled with its place of business (Cologne). For all present and future claims resulting from business relations, including exchange and cheques, according to the utilizer's choice, either the utilizer's place of business (Cologne) or Mainz is the exclusive legal domicile. The only applicable laws are those from the Federal Republic of Germany.

13. Data protection and final regulations

The utilizer is entitled to store and process the customer's data electronically. Deletion of data requires the express written consent. The utilizer is authorized to pass on customer data, which are part of contract documents or necessary for the fulfillment of contract, to third parties, especially to credit institutes and contract partners, if this is required for settlement of contract. Valid regulations of data protection are observed by the utilizer at all times.

In case single regulations of these general terms of business or a single regulation is null and void due to alternative agreements with the customer, the validity of all other regulations remains intact. In regard to the ineffective part of the regulations, contract parties are obligated to reach an arrangement, which comes as close as possible to achieving the strived for success, honoring lawful directions. In this case the null and void regulation is replaced by one which emulates the economical object as closely as possible.