Art. VII Delivery/Shipment Procedures

C. If the fulfilment of the payment agreement concerning a contractual relationship is endangered, B. In the case of unusual advance payments, appropriate pre-payments may be required.

Art. VI Due dates and payment/Purchase and invoice, default

A. The client must ensure that the supplied commodity meets the terms of the agreement, as well as any pre- and intermediate products. The buyer is obliged to examine the commodity we immediately upon arrival, and to indicate any damage, defects, or complaints in writing within five working days to ETD. Without punctual examination and notification within that period, the client’s warranty claim, and the damage for delayed delivery times is not binding, in so far as the date of delivery is not guaranteed. However, items in stock are usually delivered within 24 hours. If a date agreed upon in writing cannot be met, ETD still has the opportunity to deliver, or if the date of delivery has to be terminated to the contract.

Art. V Usage, author, and patent rights - Software Programs

For standard programs, the customer acquires a basic, non-exclusive right to use. Copying the material is unauthorized, except for the sole purpose of generating a back-up copy, which is expressly permitted. Modifications or adaptations to the program are only permitted if they are solely used by the ordered uses of the program. The company name, copyright notes, or other notes regarding rights reserved within the program may not be changed, and any alter- nation of these standards is a breach of a special license. The buyer will inform us immediately in writing if she has been charged with a violation of commercial protection and copyrights by a product supplied by our company.

Art. XI Ownership rights

A. ETD remains the proprietor of the furnished product until the customer has paid for the article in full. B. The following regulations are applicable only for mercantile commerce: Until the customer has paid all amounts due in full to the provider by the date indicated on the invoice, the supplier does not have the right to sell the commodity. For any other damages, the supplier may calculate an addi-

Art. X Return Policy

A. Return rights

You can return your product, no questions asked, within 2 weeks. This period begins at the earliest with the receipt of the product and this policy. Only with unpackageable products (such as bulky goods) can you explain your return through textual return requests, including letter, fax, or e-mail. The return policy does not apply to packaged products or software if the package seal has been broken, and it also does not apply to downloads. Individualized products and/or personalized licenses or supplies, special productions, altered commodities, and individually assembled installations are also outside the scope of the return policy.

B. Return procedures

In the instance of a valid return, the mutually received services/work are refunded, with any necessary amounts deducted. The customer should inspect the item carefully and thoroughly. If you have rendered the item unfit for selling again as “new,” the consumer is responsible for the depreciation in value.

The consumer is responsible for the cost of the return, so long as the supplied article corresponds to the one ordered and the price of the returned article does not exceed €40; and if you purchased the product at a higher cost but failed to furnish the returned item in the designated amount of time, or if you broke a part of the contract.

C. In the case of processing or adapting by the supplier of the standing goods in its property, the supplier is to be regarded as the manufacturer in accordance with Art. 950 BGB and retains at any resale. The supplier hereby accepts this transfer. In case of delay of default, the supplier may recall any retired demands from the debtor. In case of delay of default, the supplier may recall any retired demands from the debtor.

D. The customer must keep the product subject to reservation to title in commercially-suitable condition for ETD, and is responsible for any costs related to protecting it sufficiently from fire, theft, and other risks. The customer replenishes ETD from any responsibility for the insurance of the goods with this agreement.

E. In case of delay in payment or a foreseen payment cessation on the part of the customer, ETD reserves the right to obtain the goods subject to reservation to title that is in the customer’s possession. The customer must permit the ETD employees authorized with the collection of the commodity onto the business premises during office hours, even without previous appointment.

Art. XII Installation

Installation of hard- and software by ETD takes place only on the basis of a separate agreement for remuneration.

Art. XIII Complaints, guarantees, warranties

A. The client must ensure that the supplied commodity meets the terms of the agreement, as well as any pre- and intermediate products. The buyer is obliged to examine the commodity we immediately upon arrival, and to indicate any damage, defects, or complaints in writing within five working days to ETD. Without punctual examination and notification within that period, the client’s warranty claim, and the damage for delayed delivery times is not binding, in so far as the date of delivery is not guaranteed. However, items in stock are usually delivered within 24 hours. If a date agreed upon in writing cannot be met, ETD still has the opportunity to deliver, or if the date of delivery has to be terminated to the contract.

B. For delivery to other countries, please request an estimate (for mailin): at ET export@h- point-mailin.de, for hunting at sales@jagen-hunting.de and for others: at export@etd.net.

The supplier cannot be held liable for deliveries to the extent of the import regulations of different countries.

C. However, the supplier is only responsible for any undue negligence. The responsibility is transferred to the client, the customer is responsible for the care of the commodity.

D. If ETD’s supplier does not supply the company with the product, ETD will accordingly deliver not the product. The customer is informed immediately of the fact that the ordered product is not available, and the purchase price will be immediately refunded.

E. ETD retains the right to make partial deliveries.)
A. As a matter of principle, all personal data is treated with the utmost confidentiality. The customer agrees that, for the purposes of collection, ETD may collect and process any personal data necessary for the implementation of the order and/or for the registration to ETD’s e-mail notification service. This internal data is acquired only in accordance with legal regulations (for examination of credit standing as well as for the enactment of the contract). The customer expressly allows ETD to acquire, process, and use personal information.

Art. XVIII Periodic work

Contracts involving continuous work can be terminated at any time beginning from 3 months.

Art. XIX Copyright

The buyer is solely liable if, by way of their order, particular copyrights of a third party are violated. The client exempts the supplier from all obligations the third may have in regards to copyright violation.

Art. XX Imprint

The customer may use the product in an advantageous way to his/her company with the consent of the supplier. The supplier can refuse this agreement if it is against its prevailing interests.

Art. XXI Exports, customs inspections, permissions

Exported ETD products are subject to the partial restrictions of the export inspection specifications of the USA and the Federal Republic of Germany. The customer agrees to follow the restrictions communicated by the ETD Company. The export of our commodities into non-EEC countries requires our written consent, though this does not replace the customer’s obligation to be up-to-date on any official export licenses.

Art. XXII Other matters

A. These conditions remain individually valid or valid in combination. Ineffective regulations will be replaced with regulations that come as close as possible to serving the same function as the deleted, ineffective condition.

B. Changes in these conditions, as well as certified instructions, must be placed in writing.

Art. XXIII Area of jurisdiction

The area of jurisdiction is, if the client is not a full buyer in the sense of the HGB or in the inland conditions, where the customer is located, for any disputes, including those relating to bank cheques. Only German Law is applicable to the contractual relations. UN purchase rights do not apply.

Art. XXIV Salvatori clause

Even if some of the conditions described become ineffective, the remaining conditions do not lose their validity. The ineffective regulation will be replaced with a regulation that approximates its function as closely as possible.

Last updated: Höffled, 16 April, 2005.