

General Trading Conditions
MFX Media Trading GmbH - 01/2010

1. General

For all orders secured between the company - MFX Media Trading GmbH - Simmeringer Hauptstraße 45 – 1110 Vienna - Austria, in the following shop assistant mentioned and the buyer apply excluding those in the following specified conditions. About of it deviating general trading conditions of the buyer are recognized only after express written confirmation by the shop assistant and subject-matter of the contract; supplementing special agreements require writing to their effectiveness. If one should be ineffective that in the following specified conditions, the validity of all different is not affected of it.

2. Offer

All offers of the shop assistant are not-binding; Intermediate sale, cancellations, mistakes, delivery conclusion and price adjustments remain reserving.

3. Delivery

Times for delivery, and/or dates of delivery is always considered as noncommittal. The dispatch of the ordered commodity takes place at expense and danger of the buyer.

4. Payment

The supplied goods are charged for to the time valid prices plus indicated forwarding expenses. All calculations are immediately due without departure, since all supplies are to be settled prepayment exclusive against cash on delivery, by transfer or cheque, direct debit as well as credit card. During payment with credit card the general trading conditions of the MFX Media Trading GmbH apply. For the case of the no redemption of a debit or a cheque or their return, the buyer authorizes his bank hereby irrevocably to communicate to the shop assistant your name and the at present valid address. If the buyer should turn out despite reminder and period setting in delay of payment, the shop assistant is to be computed entitled interests at a value of 5 % over the basis interest rate of the European central bank. If a higher damage caused by default developed for the shop assistant demonstrably, this can be made valid.

5. Retention of Goods

The supplied commodity remains up to the complete payment property of the shop assistant.

6. Data Security

The shop assistant is entitled to store and/or process data of the buyer - same whether these come from the buyer or from third - in the sense the data security-set. Your private life is important to us. Your personal data are processed on our safety server according to today's safety standards and are not continued to give to third parties. Both your personal data, and your credit card data are processed on separately certified safety servers, in order to prevent data abuse. Our monthly newsletter Information by mail is sent only to you when you marked newsletter while registration. The accounting is accomplished by our credit card partners and you **will find on your credit card account the note "ACCMF"**

7. Guarantee

The guarantee of the shop assistant is limited only to recognizable technical lack. For occupied lack the shop assistant will provide in appropriate time for a replacement. This does not succeed, has the buyer the right to select, on the cancellation of the sales contract or a reduction of the purchase price. The guarantee period amounts to 24 months.

8. Right to Object

The buyers has to recall the right the sales contract within 14 days starting from receipt of the supply. The punctual sending off of the revocation is sufficient for the keeping of the period. The right of revocation expires with the opening of sealed commodity, like for example, CDs, DVDs and video films. With punctual revocation the buyer is bound no more to the contract with the shop assistant. The buyer gets the amount as credit note (12 months valid) refunded by the shop assistant. For return the buyer is committed to the commodity and carries the back transmission costs.

9. Export regulation

The buyer knows the fact that the products supplied by us are subject to partly changing export restrictions and has the responsibility the customs regulations of the desired export country with the order to consider and keep.

10. Place of delivery and area of jurisdiction

Place of delivery is 1110 Vienna, Austria. As area of jurisdiction for all resulting law cases the responsible district court Vienna in Austria is considered as agreed upon.

—