

1. Applicability

The business relationship between Springforelle and the purchaser of goods and/or other products offered on the Springforelle website is exclusively governed by the following terms and conditions. We do not agree to or otherwise accept our customer's own terms and conditions, unless we expressly agree to them in writing.

2. Contract conclusion

A binding contractual relationship embedding our general terms and conditions between the purchaser and Springforelle is entered into by the customer when he sends his data entered in the order form to Springforelle by clicking the button "send order" or by pressing the "Enter" key. Either constitutes a binding bid that results in the according contract once Springforelle accepts this offer either by written confirmation, also by e-mail, or by delivery within reasonable time.

Springforelle reserves the right to accept the offer especially in the case that

- Springforelle has reasonable evidence to assume that the purchaser might not fulfil his contractual obligations (e.g. because of the specifications of the particular order or contractual misconduct or other legal misbehaviour of the purchaser in other legal transactions, or
- in case our web pages should contain any typing error, misprint, or miscalculation underlying the purchaser's specific order.

The wording of each order will be stored by Springforelle after the conclusion of the contract. The purchaser may obtain information about the wording and the state of his order by telephone: +49 30 39 49 37 05.

3. Procession of orders

By submitting an order the customer declares acceptance of our delivery conditions. We will process with your order immediately upon receipt of your payment on our bank account. Statements about specific delivery times are for information only and always quoted without any according responsibility if not for once a specific date has explicitly been guaranteed in writing.

Any cancellation of an order - if not based on the customer's right of withdrawal as set out under cipher 6 - can only be dealt with, if it comes to the attention of Springforelle together with the order.

4. Delivery

If not agreed otherwise, the order will be delivered to the delivery address provided by the purchaser.

Costs for shipping and handling are displayed before the customer is asked to confirm the order on the order page. Mode of dispatch and service are determined by Springforelle.

Whenever a customer orders multiple products in one order, Springforelle will try to ship all products ordered by the customer in a single shipment. Still, Springforelle is also entitled to

part-delivery. The customer will not be billed for additional costs resulting from a part-delivery.

5. Prices, payments, retention of title (conditional sale)

The price quoted for a product is the actual purchase price the customer has to pay Springforelle for the product and includes any applicable German VAT and all other price components. The price does not include costs for post and packing which will be quoted separately.

All prices and shipping and handling expenses are due with the confirmation of the order by Springforelle. We do not allow for deduction of cash discounts.

The amount due has to be transferred to the account of Springforelle before the order will be shipped to the customer.

In the case of return or in case of dishonour of a debit advice the purchaser herewith irrevocably authorises his bank to disclose/convey his name and effective address to Springforelle.

Ownership in all delivered goods remains with Springforelle until complete settlement.

The data of each order/transaction is recorded by Springforelle.

Customers are not entitled to set off any claims against Springforelle unless the respective claims of the customer are undisputed by Springforelle or legally ascertained by way of an enforceable court ruling.

6. Customer's Right of withdrawal

The customer may, without giving reasons, cancel his order by giving according notice in text form (e.g. letter, fax, email) within a period of two weeks or - in case the goods have already been shipped by Springforelle and received by the customer - by returning the goods within said period. That revocation period shall commence upon receipt of this instruction in text form, however not before the customer has received the goods and not before Springforelle has fulfilled its statutory obligations to inform the customer according to § 312c II BGB (German Civil Code) in conjunction with § 1 I, II and IV BGB-InfoV and the obligations of *Springforelle* according to § 312e I 1st sentence BGB in conjunction with § 3 BGB-InfoV.

To comply with the time limit for the revocation period it is sufficient for the customer to dispatch the cancellation notice or the returned goods in time.

The cancellation shall be addressed to:

Springforelle
Dr. Peer Doering-Arjes
Essener Str. 8
D -10555 Berlin
Faxnummer: +49 30 39 49 37 05
E-Mail: info@springforelle.de

Consequences of the revocation:

In the event of a valid revocation of this agreement each party shall return to the respective other party the performances and benefits received including any emoluments taken (such as interest etc.). Should the customer fail to return all or part of the performances received, or should he return them in deteriorated condition, the customer may have to pay compensation for the according loss or loss of value. The customer is not obliged to pay compensation for a loss of value where the deterioration was caused only by a use of an item for its intended purpose. Items that can be returned by parcel delivery have to be shipped back to Springforelle with the risk of conveyance being on Springforelle. The customer must bear the costs of the return shipment if items delivered to him are identical with what he has ordered and the purchase price of goods returned is less than 40 €. The same applies for goods returned with a purchase price exceeding € 40 if the customer at the time of the revocation hasn't fully rendered his consideration yet or if he is overdue with a part performance that was stipulated in the contract with Springforelle. In all other events the seller has to carry the costs of the return shipment. Items that cannot be returned by parcel delivery due to their very nature will be collected from the customer. All obligations for reimbursement must be fulfilled within 30 days. For the customer this term commences with the dispatch of his revocation notice or the return shipment, for Springforelle with the according receipt.

7. Shipping and handling

• Books

For books shipping expenses are charged according to weight as follows:

	Up to 500 Gramm	Up to 1000 Gramm	above 1000 Gramm
Germany	0,00 EUR	2,50 EUR	7,00 EUR
Europe (1)	4,00 EUR	7,00 EUR	10,00 EUR
Rest of World (2)	4,00 EUR	7,00 EUR	14,00 EUR

• Artwork

The following mailing expenses are charged for posters, prints and water colours:

Germany	5,50 EUR
Europe (1)	7,50 EUR
Rest of World (2)	13,50 EUR

• Rods, wading staffs, landing nets:

will be shipped with the following shipping charges applicable:

Germany	9,00 EUR
Europe I (3):	16,00 EUR
Europe II (4):	29,00 EUR
Rest of World I (5):	34,00 EUR
Rest of World II (6):	39,00 EUR

• Other goods

For all other goods shipping expenses are charged according to weight as follows:

	Up to 100 Gramm	Up to 250 Gramm	Up to 500 Gramm	above 500 Gramm
Germany	2,50 EUR	2,50 EUR	5,00 EUR	7,50 EUR
Europe (1)	3,50 EUR	5,00 EUR	10,00 EUR	15,00 EUR
Rest of World (2)	5,00 EUR	9,00 EUR	13,00 EUR	24,00 EUR

8. Terms of Payment

The purchase price is due with the acceptance of the customer's offer by Springforelle. We do not allow for deduction of cash discounts.

If the customer's payment is delayed and further legal requirements are fulfilled Springforelle is entitled to charge interest of delay up to a rate of 5 % above the announced base rate p.a. of the Deutsche Bundesbank.

9. Wrong or faulty delivery

Unordered or faulty goods have to be returned by the customer to Springforelle with a precise labelling of the respective goods and a description of their specific defects or faultiness. Springforelle's original invoice has to be returned with the goods.

10. Warranty and liability

Springforelle warrants that any item is free of faults and defects when delivered to the customer. If a material defect/defect to quality should become evident within 6 months from the delivery of the item to the customer, it shall be assumed that the defect has already adhered to the item at the time of delivery, if such assumption should not be inconsistent with either the nature of the product or with the nature of the defect. Should a defect come to light later than 6 months after the delivery of the product to the customer, the customer has to prove that the product was already defective at the time of delivery.

Should goods delivered by Springforelle prove faulty/defective at delivery to the customer, the customer is entitled to claim remedy of defective performance ("Nacherfüllung") through Springforelle either by way of repair of any defects or by way of compensation delivery. In case the customer's choice of remedy is disproportional to the value of the faulty goods Springforelle is free to choose the respective other type of remedy. In case both types should prove disproportional or in case Springforelle should not be able to fulfil either ways of remedy within reasonable time or fail with the remedy for any other reason, the customer is entitled to either withdraw from the contract or to claim a partial refund of the purchase price.

If Springforelle delivers a faultless item to compensate a claim for remedy, Springforelle shall be entitled to claim the return of the defective item by the customer.

11. Limitation of liability

Apart from claims for damages for death, bodily injuries and damages caused to health, Springforelle shall only be liable for damages where such damages have been caused by gross negligence or wilful intent or in a case of breach of a fundamental contractual obligation by Springforelle or its vicarious agents. A contractual obligation being

fundamental if its fulfilment is necessary in the first place for the orderly performance of the contract as such and if the customer may regularly trust in its orderly fulfilment.

Any further liability of Springforelle for damages shall be excluded. All claims resulting from an explicit guarantee about specific properties and conditions of purchase goods given by Springforelle remain unaffected; the same applies to claims according to the German Product Liability Act (Produkthaftungsgesetz)

12. Secrecy obligation

The purchaser entitles Springforelle to process, to save, and to evaluate the client's data as attained within the business relationship in the sense of the German Data Protection Act ("Bundesdatenschutzgesetz").

Springforelle will save and use the personal data of the customer exclusively for attending the customer's orders and possible complaints. Springforelle uses the e-mail address of the purchaser only for informative letters related to the customer's purchase orders and to inform him about recent offers by Springforelle.

The purchaser has the right to demand disclosure and rectification or disabling of his data stored by Springforelle.

Apart from third party companies that may be involved in the delivery of an order the customer's data will not be disclosed to any third parties.

13. Jurisdictions

The laws of the Federal Republic of Germany apply exclusively, with explicit exclusion of the United Nations Contract for the International Sale of Goods, CISG ("UN-Kaufrecht").

The exclusive jurisdiction for all present and future claims resulting from the business relationships with businesses and merchants under the German Commercial Code ("Vollkaufleuten") including draft and cheque allowances is with the courts at the domicile of Springforelle in Berlin, Germany. The same jurisdiction applies if no common place of jurisdiction exists for the customer within Germany, the customer changes his inland residence or haunt after concluding a contract with Springforelle or the customer's inland residence or haunt is unknown to the public at commencement of an action/the filing of a suit against the customer ("Klageerhebung").

Jurisdiction and place of fulfilment for all claims of Springforelle from all contracts and deliveries is Berlin, Germany.

14. General clause

In case certain provisions of the agreement between the customer and Springforelle including these provisions should be fully or partly invalid, or should the contract contain loopholes, the remaining provisions remain in full effect if not the elimination of the invalid clause would lead to a disadvantage for one of the contractual parties of such unacceptable extent that it cannot reasonably be expected from that party to be held to the contract.

In all other cases the according statutory legal stipulations and rulings shall be effective instead of an invalid or missing provision.

(1) The country group *Europe* comprises: Albania, Andorra, Armenia, Aserbaijan, Azores, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Denmark, Estonia, Faroe Islands, Finland, France, French Guiana, Georgia, Greece, Greenland, Great Britain, Guadeloupe, Ireland, Iceland, Italy, Canary Islands, Kazakkhstan, Kosovo, Croatia, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Macedonia, Malta, Martinique, Mayotte, Moldova, Monaco, the Netherlands, Norway, Austria, Poland, Portugal, Réunion, Rumänia, Russian Federation, San Marino, Sweden, Switzerland, Serbia and Montenegro, Slovakia, Slovenia, Spain, St. Pierre and Miquelon, Czech Republic, Turkey, Ukraine, Hungary, Vatikan City und Cyprus.

(2) The country group *Rest of World* comprises all non European countries which are not comprised in the country group *Europe*.

(3) The country group *Europe I* comprises: Belgium, Denmark (apart from Greenland), Estonia, Finland (apart from Aland), France (apart from Guadeloupe, Martinique, French Guiana, La Réunion), Great Britain (apart from Canal islands Jersey and Guernsey), Ireland, Italy (apart from San Marino, Livigno, Vatikan City), Latvia, Lithuania, Luxembourg, Monaco, the Netherlands, Austria, Poland, Portugal (apart from Azores, Madeira), Sweden, Slovakia, Slovenia, Spain (apart from Ceuta, Lanzarote, Fuerteventura, Gran Canaria, 'Teneriffa, La Gomera, La Palma, El Hierro, Melilla), Czech Republic, Hungary.

(4) The country group *Europe II* (Europe without EU) comprises: Aland Islands (Finland), Andorra, Albania, Armenia, Aserbaijan, Mount Athos (GR), Bosnia-Herzegovina, Bulgaria, Campione d'Italia (IT), Ceuta (E), Faroe-Islands (DK), Georgia, Gibraltar (GB), Greenland (DK), Guernsey (GB), Iceland, Jersey (GB), Canary Islands (E), Kazakkhstan , Kosovo (Serbian Province), Croatia, Liechtenstein, Livigno (IT), Macedonia, Melilla (E), Moldova (Republic), Montenegro (Republic), Norway, Russian Federation, San Marino, Switzerland, Serbia (Republik), Turkey, Ukraine, Vatikan City, Belarus, Cyprus/Republic (Northern Part).

(5) The country group *Rest of World I* comprises: Egypt, Algeria, Bahrain, Iran, Iraq, Israel, Jemen, Jordan, Canada, Qatar, Kuwait, Libanon, Libiya, Morocco, Oman, Saudi-Arabia, Syria, Tunisia, USA, United Arab Emirates.

(6) The country group *Rest of World I* comprises: All countries which are not comprised in the country groups (3), (4) or (5).

Berlin, 27th of July, 2009