

General Business Conditions

Conditions of 01.08.2006

The present translation is furnished for the customer's convenience only. The original German text of the General Business Conditions is binding in all respects. In the event of any divergence between the English and the German texts, constructions, meanings, or interpretations, the German text, construction, meaning or interpretation shall govern exclusively.

1. Area of application

The following General Business Conditions (AGB) apply to all business relations between you as private customers and Dark Joys, Thomas Hoyer, Dellweg 15 in 63762 Grossostheim. Relevant in each case at the time of the contract conclusion the valid version, in German language, is these General Business Conditions. Private customers we call consumers in accordance with § 13 BGB, which are at least 18 years old. Deviating one, opposing or supplementing General Business Conditions, even with knowledge, not part of contract, is, its validity expressly in writing one agrees.

2. Contract conclusion

A substantial component of our business activity is the trade over the medium Internet. Our representation of goods in the Internet and/or in printed media does not represent an offer to order but a noncommittal request of you these products with us. Their order of the desired products over our web page (www.dark-joys.com), by E-Mail (post@dark-joys.com), by fax (06026/9768-39), in writing or by telephone (06026/9768-40) is an obligatory offer for the conclusion of a sales contract. We will confirm the entrance of your order immediately. The order confirmation like also the receipt of a telephone order represents still no right-business acceptance on our part. The sales contract comes off with our distribution confirmation or supply of the commodity.

3. Revocation instruction

As a consumer – with applicability of the regulations over remote paragraph contracts – regarding the goods bought with us a right of revocation is entitled to you. They know your contract explanation within 4 weeks without indication of reasons in text form (e.g. letter, fax or E-Mail) recall or by return of the thing. The period begins at the earliest with receipt of this instruction. For keeping the punctual sending off of the revocation or the thing meets the period of revocation. The revocation is at Dark Joys, Thomas Hoyer, Dellweg 15 in 63762 Grossostheim to arrange Germany.

The right of revocation does not exist accordingly § 312 D exp. 4 BGB among other things with contracts

- to the supply of audio or Video Recordings or of software, if the supplied data media were unsealed by you,
- to the supply of goods, which are made after Customer specification or clearly are cut to the personal needs,
- to the supply of goods, which are not suitable for a return due to their condition,
- to the supply of newspapers, magazines and pictorials.

4. Revocation sequence

To be given change in case of an effective revocation on both sides received achievements back to be granted and uses if necessary pulled (e.g. interest) are. If you cannot refund the received achievement totally or partly or only in worsened condition, you must carry to that extent if necessary indemnification according to value for us out. During the hiring of things this does not apply, if the degradation of the thing had been exclusively on their examination – like her for instance in the local Store possible – to be led back is. Things package-capable of being shipped are to be sent back on our danger; things package-capable of being shipped are not fetched with you. They have to bear the cost of the return, if the supplied commodity corresponds to the ordered and if the price of the thing which can be sent back does not exceed an amount of EUR 40.00 or if with a higher price of the thing at the time of the revocation yet the return or a contractually agreed upon partial payment did not furnish you. Otherwise the return for you is free. References to the revocation sequence

- a) In order to facilitate for you the return, you can set yourselves by us by telephone or in writing in connection and be able a Freeway ticket to be sent, which you can use for a free return. The use Freeway ticket is voluntary for you. We ask you however politely to do without not free return of the commodity in the context of your right of revocation.
- b) We hope for the understanding of our foreign customers that we cannot refund the costs of a return from the foreign country, independently of the commodity value.
- c) We would like to also point out you that during return without original packaging you have to carry indemnification according to value out if necessary. Please you waive therefore the original packaging until you decided itself to make from your right of revocation no use.

5. Supply

The supply takes place as insured transmission in a neutral packing with DHL Express Vertriebs GmbH & Co. OHG starting from our camp to the ship-to-address indicated of you. The delivery times are indicated on the respective product side, these times represent however no legally binding requirement. If no delivery time on the product side should be evident, then the rule delivery time of within 10 working-days applies. A supply is in the indicated time not possible we you will inform and if wished of you to accomplish which does not cause a partial delivery for you additional costs. With the dispatch abroad we do not accomplish a partial delivery from cost reasons.

6. Prices

All prices understand themselves in euro as end prices, including the legal value added tax and other Price components. In the case of transnational supplies further deliveries (e.g. tariffs) from the customer can have in individual cases to be paid to. The price does not cover the supply and forwarding expenses

7. Retention of title

The object of the purchase remains up to the complete payment our property. Before transfer of title are not permissible a mortgage, a transfer by way of security, a processing or a transformation without express written consent of us.

8. Lack guarantee

If the object of the purchase is unsatisfactory with delivery, have the right to require for your choice the removal of the lack or the supply of a faultless object of the purchase. We reserve ourselves however to refuse the kind of the NAK ago filling selected by you if it is possible with disproportionate costs not possibly or only. This case your requirement on the other kind of the NAK ago filling is limited. When being present the legal conditions you can withdraw beyond that from the contract, reduce the purchase price and require if necessary payment of damages. If we supply a faultless object of the purchase for the purpose of the NAK ago filling, we can require restitution of the unsatisfactory object of the purchase of you.

The guarantee period amounts to 3 years starting from supply of the commodity. No warranty law exists with lack and damage, which are to due to inappropriate use as well as normal wear or wear. The lodged a complaint article is together with a copy of the calculation at us to send after previous arrangement.

9. Limitation of liability

With easily negligent obligation injuries our adhesion is limited to, the contract-typical, direct average damage foreseeable according to the kind of the commodity. This applies also with easily negligent obligation injuries of our legal representatives or executing aides. Claims for damages because of lack fall under the statute of limitations after one year starting from supply of the commodity. This does not apply, if us rough being to blame for is more accuse. Beyond that each adhesion is excluded. The managing limitations of liability do not concern requirements of you from the product liability. The limitations of liability do not continue to apply to apportion body and health damage with us or with loss of the life of the customer.

We are responsible only for own contents on our Website. As far as we make also left the entrance possible to other Websites, we are not responsible for strange contents contained there. We make ourselves strange contents not too own. If we receive knowledge from illegal contents on external Websites, we will immediately close the entrance to these sides.

10. Data security

All personal data necessary for the processing of the order in machine-readable form are stored and treated confidentially. The data such as name and address, necessary for the treatment of an order, in the context of the execution of the supply to enterprises the assigned the supply of the object of the purchase are passed on.

11. Area of jurisdiction and applicable right

The validity UN-Buying right is excluded, it is considered German right as well as German as contract language. The area of jurisdiction of Dark Joys applies, if the buyer does not have a general area of jurisdiction in Germany, after conclusion of a contract its domicile or usual place of residence from Germany shifted or its domicile or usual place of residence at the time of the complaint collection does not admit is.