

# Terms & Conditions

Last updated March 2016

## § 1 Contractual partners/Scope

(1) The following party is the seller and exclusive contractual partner for all your orders:

Germany Trade and Invest  
Gesellschaft für Außenwirtschaft und Standortmarketing mbH  
Head office  
Friedrichstrasse 60  
10117 Berlin  
Management:  
Dr. Jürgen Friedrich, Chairman/CEO  
Dr. Robert Hermann, CEO

Register court: Charlottenburg District Court

Register number: HRB 107541 B

T: +49 30 200 099 0

F: +49 30 200 099 812

office@gtai.com

(2) Contracts for goods and services tendered over the websites [www.gtai.de](http://www.gtai.de) and [www.gtai.com](http://www.gtai.com) will be exclusively concluded on the basis of the currently valid version of the following General Terms and Conditions of Business.

(3) Our General Terms and Conditions of Business have pre-emptive validity. GTCB's of customers which diverge from our General Terms and Conditions of Business are not valid, unless we have granted our express consent.

## § 2 Concluding a Contract

(1) The goods and services we tender on the Internet represent a legally non-binding opportunity for the customer to conclude a contract with us. By means of an order submitted over our website ("order with payment" button), the customer can make a commitment to conclude a contract.

(2) Receipt of your order is acknowledged, together with acceptance thereof, after sending, by virtue of an automated email/a download link. The purchase contract is accepted with the email confirmation/download link.

## § 3 Payment, Default

(1) Those prices indicated on our website at the time of the order apply. All prices include the statutory German value-added tax plus the incidental and separately charged delivery costs.

(2) Except in the case of subscription contracts, payment for print publications is due when the contract has been concluded and payable within 14 days after receipt of the goods. When paying by credit card, it is due at the time the order is placed. When providing digital content (downloads) and selecting the "account" payment method, purchases are collected for one calendar month, and charged thereafter. Payment must then be made within 14 days of receipt of invoice.

(3) For the delivery of publications and periodicals, the purchase price is paid by transfer to the provider's account.

(4) When providing digital content (downloads), the purchase price may be paid by transfer to the provider's account or by credit card (Visa, American Express, Master Card). Outside the EU, digital content may only be paid for by credit card. Your credit card account is charged once the order is complete.

(5) Should the customer default in payment, we are authorized to charge default interest to the amount of 5 percentage points above the base interest rate set by the European Central Bank. For companies, default interest will be charged at 8 percentage points above the base interest rate set by the European Central Bank. In the event we demand a higher amount of compensation for default damages, the customer has the opportunity to prove that the default damages claimed are not justified, or at least to a substantially lesser degree.

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### § 4 Subscriptions

Worldwide tender notices can be ordered as part of an annual subscription, which automatically extends for another year if it has not been cancelled in writing at least six weeks before the expiration of the contract. The deadline will have been observed if the cancellation is sent off in time. The date of the postmark is decisive. Billing is done one year in advance.

### § 5 Downloading/Delivery

(1) If contents are tendered in digital formats, they can be downloaded directly online, inspected, and stored by registered users.

(2) The delivery of printed materials occurs no more than five working days after the receipt of the order. In respect to delivery times that diverge from the norm, we refer to the respective website presentation of the goods. The initiation of the delivery times we have indicated presumes the punctual and orderly fulfilment of duties on the part of the customer, most importantly correct information regarding the delivery address during the ordering process.

(3) Should we not be in a position to deliver the ordered goods through no fault of our own, because our supplier has not fulfilled its contractual obligations, the customer will be informed without delay that the ordered goods are not available. Services in return which have already been rendered by the customer will be reimbursed without delay. Legal claims of the customer remain intact.

### § 6 Default of Acceptance

(1) Should the customer default in acceptance of performance, or should he/she violate other collaborative duties culpably, we would then be authorized to demand compensation for the ensuing damages including any additional expenditures. We reserve the right to all legal claims extending beyond these circumstances.

(2) During a period of default, interest will be charged on the purchase price. Default interest is calculated at 5 percentage points above the base interest rate annually. In connection with legal proceedings between companies, the interest rate amounts to 8 percentage points above the base interest rate.

(3) The customer is free to prove that the default damages claimed are not justified, or at least to a substantially lesser degree. After the customer has defaulted in acceptance of payment, the danger of an incidental extinction or accidental decline of the purchased goods becomes its legal responsibility.

### § 7 Costs for Returned Goods after Cancellation

If you exercise your right of revocation, you must bear the direct costs for returning the goods.

### § 7 Warranty

The legal regulations on material and legal defects apply. All goods-related information is an indication of properties and features, and is not a guarantee.

### § 9 Liability Restrictions

(1) With the exception of violations affecting essential contractual duties, we are only liable for damages in respect to business people if we, our legal representatives, or executive employees have been guilty of intent or gross negligence. In connection with other performing agents, we are liable only in the event of intent and provided that essential contractual duties have been violated with intention or gross negligence. With the exception of intent and gross negligence, our liability, and that of our legal representatives or executive employees, is restricted to those damages that are typically expected after a conclusion of contract.

(2) In respect to consumers and a moderately negligent violation of contractual duties, our liability and that of our performing agents is restricted to the immediate and typical damages which can be expected for the type of goods and

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which are regulated by contract. In respect of a moderately negligent violation of non-essential contractual duties that has not endangered the execution of the Contract, neither we nor our performing agents are liable.

(3) The preceding liability restrictions do not apply to claims arising from product liability or from warranties, or claims arising from damage to body or health, or loss of life.

### § 10 Data Protection

We treat your personal data with absolute confidentiality and in conformity with data protection laws. Your personal data will not be forwarded without your express consent, or only within the context of the formalities necessary for concluding the Contract, for example, in connection with companies entrusted with the delivery of goods.

### § 11 Complaints, Consumer Dispute Resolution

Under applicable law we are obliged to advise the consumer of the existence of the European online platform (ODR – online dispute resolution platform) for the resolution of commercial disputes. The ODR serves the purpose of providing an alternative dispute resolution service outside of court proceedings. The European Union is responsible for establishing this online platform. You can find the OS platform under [the following external link](#) :

It should be noted that GTAI is neither obliged nor willing to participate in the online dispute resolution process within the framework of the ODR platform.

### § 12 Jurisdiction, Legal Venue

(1) The laws of the Federal Republic of Germany are applicable here, with the exclusion of the UN Convention for the International Sale of Goods (CISG) if this does not entail a loss of mandatory norms of consumer protection.

(2) If the contractual parties are business people, the court responsible for our main business office in Berlin is the proper legal venue, provided that a specific legal venue has not been determined for legal proceedings. The same applies for customers who do not have a residence within the European Union.

### § 13 Final Provisions

Should a provision of these General Terms and Conditions be or become invalid or non-executable, this shall not affect the remaining provisions. The invalid or non-executable provision shall be replaced by the relevant legal regulations.

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