

## **General terms and conditions (GTC)** **webshop Muting The Noise / Innervisions GmbH**

### 1. Area of application

The present general terms and conditions ("gtc") shall apply to all business relations between Muting The Noise % Innervisions GmbH (hereinafter referred to as "MTN or "we") and its customers, as defined at the time of conclusion of the contract. The customer (hereinafter referred to as "customer", "purchaser", or "you") herewith acknowledges and agrees to the following gtc. Conflicting conditions or conditions differing from those indicated in our gtc cannot be accepted unless we have given our explicit written consent to their applicability.

### 2. Conclusion of contract

All goods offered by MTN are without engagement and subject to confirmation and availability. A contract hereunder is concluded through written acceptance of the order by us on the basis of the terms stated on our website. Acceptance may occur by confirmation of receipt of the order, which may be used as an invoice at the same time, by e-mail, fax or postal delivery. Please check the confirmation of receipt for any mistakes as well as for any variations and inform us immediately about any possible discrepancies by sending an email to [shop@innercityvisions.com](mailto:shop@innercityvisions.com).

By law we can only accept offers from customers of legal age. Orders placed by minors, persons of legal incapacity or special disability require the consent of the respective legal guardian.

MTN shall be entitled to cancel orders placed by apparent resellers, in particular during price campaigns. We reserve the right to perform credit assessments (even after the conclusion of a contract) and to revoke the contract in case of a negative result.

### 3. Prices

Prices at the time of the order shall apply. All prices are quoted in euro inclusive of value added tax (vat) and exclusive of shipping and handling charges.

### 4. Delivery and handling charges

Unless otherwise expressly agreed, the following shipping and handling charges shall apply:

delivery within germany

from 100 g - EUR 1,45

from 100 g to 2000 g - EUR 4,40

delivery within europe

from 100 g - EUR 2,00

from 100 g to 500 g - EUR 3,00

from 500 g to 1000 g - EUR 6,00

from 1000 g to 2000 g - EUR 8,60

delivery worldwide

from 100 g - EUR 4,00

from 100 g to 500 g - EUR 6,00

from 500 g to 1000 g - EUR 12,00

from 1000 g to 2000 g - EUR 12,90

Delivery for orders valued more than EUR 300.- is free from charges. Subsequent deliveries are generally delivered free from delivery charges.

Deliveries to non-eu countries may be subject to local customs regulations. any additional charges shall be borne by the purchaser.

## 5. Payment

You have the following payment options:

Payment by money transfer:

1. You receive our bank account details and the order number together with the confirmation of your respective order.
2. Please transfer the entire amount due referring to the order number to our account.
3. We will process your order when cashed. the delivery period may extend for 2-5 days depending on the transaction period.

Payment by credit card:

We accept the following credit cards: Visa, Mastercard

1. Enter your credit card details on our secure payment site and follow the instructions.
2. The invoice amount will be deducted automatically after a positive credit card check.
3. After the transaction your order will be processed within the given delivery period.

Payment by Paypal:

Paypal is an online payment service for easier, faster and safer online payments. For detailed information please visit the Paypal website: <http://www.paypal.com/de/>.

## 6. Delivery

The goods shall be delivered to the address provided by you. MTN reserves the right to choose the method of transportation as well as possible part deliveries, if such action does not unreasonably affect the customer. In case the customer stated an incorrect, incomplete or imprecise delivery address, the customer alone shall bear all additional costs arising therefrom. Delivery will generally take place within two weeks for items in stock, and within three weeks for items not in stock. Delivery periods shall begin upon receipt of the order and are non-binding.

In the event MTN fails to deliver items in compliance with the contract, the customer may set a grace period of two weeks for delivery; otherwise the customer shall not be entitled to rescind the contract. The customer shall only be entitled to claim compensation for damages if MTN acts grossly negligently or intentionally. In the event that a product is not available MTN shall be entitled to unperform in which case the customer shall be informed immediately about the fact, that the ordered product is not available. the purchase price shall be refunded immediately, if already paid.

## 7. Reservation of title

All delivered goods shall remain in the sole ownership of MTN until all claims by MTN arising from the business relationship with the purchaser have been satisfied.

## 8. Warranty

In the event that items delivered to the customer are defective, the customer can at his own option either demand for the respective defects to be rectified, or for a replacement to be provided. Notice of apparent defects shall be given in writing or by email to MTN within two

(2) weeks from the day after the receipt of the items in question. In order to give timely notice, timely dispatch of the notice is sufficient. Subsequent claims shall be barred. Sections 377 et seq. of the German Commercial Code (HGB) shall apply if the customer is a businessman. If MTN refuses rectification/replacement of deliveries due to unreasonable costs or incapability, or if MTN is responsible that rectification/replacement of deliveries fail within an appropriate period of time, or if rectification/replacement of deliveries fail in any other way, then the customer shall be entitled at his option to terminate the contract or reduce the purchase price. If MTN is responsible for the defect the customer shall be entitled to claim compensation for damages.

MTN shall be solely liable for grossly negligent or intentional breaches of duty insofar as no breach of cardinal duty is on hand. In the event of a breach of cardinal duties caused by a vicarious agent, MTN's liability shall be limited to the damage typically predictable. In the event of a breach of cardinal duties caused by a chief executive or a statutory representative through ordinary negligence, MTN's liability shall be limited to the damage typically predictable.

## 9. Revocation right

The following revocation right shall only apply to private customers. Such customers can revoke the contract within 14 days of receipt pursuant to § 312 d German Civil Code (BGB).

As a private customer you have the right by law to revoke the contract either in writing (e.g. letter, fax, email) or by returning the items to us within 14 days of receipt without stating reasons.

The period for revocation begins the day after delivery of the items and receipt of the notice of his revocation right.

Compliance with the period of revocation only requires timely dispatch of the revocation notice or return of the items. Revocation notices and returns shall solely be made to:

MTN % Innervisions GmbH, Borsigstr. 9, 10115 Berlin, Germany -  
shop@innercityvisions.com

Pursuant to the applicable law excluded from revocation shall be in particular:

- (I) Delivery of items produced specifically according to customer's specification or unambiguously tailor-made to match his personal requirements, or
- (II) delivery of audio or video recordings or of software insofar as the data media supplied is unsealed, or
- (III) delivery of items that are by nature not suitable for return.

In the event of an effective revocation the consideration received by both parties and any benefit received (e.g. interest) shall be returned. If the customer cannot return the items received, either totally or partly or only in deteriorated condition, the customer shall be obliged to compensation to us (if applicable). However, this shall not apply if deterioration of an item results exclusively from inspecting it - as would have been possible, for example, in a shop. In addition this shall not apply if deterioration is based on the designated use of the object.

Objects capable of return by parcel shall be returned at our expense and risk. Objects not capable of return by parcel shall be collected from the customer. The customer shall bear the costs of return if the items supplied correspond to the items ordered and if the price of the items to be returned does not exceed EUR 40,00, or if the customer has not yet made payment or a contractually agreed part payment at the time of the revocation in the event of a higher price of the items. Notwithstanding the foregoing returns shall be free of charge for the customer. The

customer shall return items by the same delivery method MTN had chosen for delivery to the customer. MTN shall not bear any additional costs resulting from another delivery method.

#### 10. Data protection

Personal data required for business transaction (usage data) shall be provided by the customer. MTN will use, store and process the personal data in compliance with the german data provisions.

The usage data shall be solely used for the business transaction between MTN and the customer. The usage data contains in particular the characteristics identifying the customer as a user, information about the beginning and the end as well as the scope of the usage etc. MTN shall be entitled to use the usage data for advertisement, market research or its own purposes (e.g. optimising the website, etc.). the customer shall be entitled to object this use of his usage data by notifying MTN through email or in writing.

MTN shall transfer credit card information coded by secure socket layer (SSL) to a so-called "payment-gateway", which is connected directly to the credit card inspecting authority. the data shall be verified online. In general the debiting shall take place after delivery of the items.

#### 11. Jurisdiction

Governing law shall be the law of germany with exclusion of the un-law on contracts for the international sale of goods (cisg). This does also apply to orders made from abroad or if the items are sent abroad.

Place of jurisdiction and place of performance shall be Berlin, Germany to the extent permitted by law.

Should any of the clauses hereunder be wholly or partially invalid, this shall not affect the validity of the remaining clauses or parts thereof.

Last update: January 2011

This translation is intended solely for informational purposes; the original german text shall be legally binding.