

## General terms and conditions for the Online Shop

of PTV Planung Transport Verkehr AG

- ▶ with headquarters in Stumpfstraße 1, 76131 Karlsruhe, Germany,
- ▶ legally represented by Dr. -Ing. Hans Hubschneider, Dr. Joachim Schmidt, Dr. -Ing. Thomas Schwerdtfeger and Harald Holberg -

The following terms and conditions are issued in English - translated from the valid German text – and can be downloaded by the customer into his main memory. If so desired, they can be requested in digital or written form at [webmaster@ptv.de](mailto:webmaster@ptv.de). The identifiable address of PTV AG as well as the authorised representative of PTV AG is indicated in particular on the invoice.

### Preamble

PTV AG hosts a homepage under the domain <http://www.ptv.de> for commercial purposes. On this website, PTV AG offers customers products for sale over the Internet, e.g. training material.

### § 1 Product selection

1. The customer has the possibility to select and order products on the website mentioned above.
2. For each product the customer will receive a separate product description on the corresponding website.
3. The customer can click on the desired products on the website. They are collected in a virtual shopping cart and, once shopping has been finished, the customer receives a product summary, indicating net prices any possibly applicable value added tax.
4. Prior to submitting the order, PTV AG provides the customer with the opportunity to check the order for accuracy, especially price and quantity, and to make according corrections.

### § 2 Return policy

#### Right of return

The customer is entitled to return the goods received, without providing reasons, within two weeks by sending back the goods. The two-week period shall start no sooner than with receipt of goods and these instructions. Only in case of goods unsuitable for shipping (e.g. bulky goods), the customer can request a return by pick-up in writing, i.e. in form of a letter, fax or e-mail. To comply with this deadline, the timely dispatch of the goods or of the return request is sufficient. In case of a return where the total order value is 40 EUR or less, the customer will be responsible for shipping costs of the returned goods if the delivered items are as ordered. Otherwise, the return will be at the cost and risk of the supplier. Return shipment or return request must be sent to:

PTV AG, PTV Vision Market Development, Stumpfstr. 1, 76131 Karlsruhe, Germany

e-mail: [ptvvision@ptv.de](mailto:ptvvision@ptv.de), fax: +49 (0) 721 9651 562

## **Consequences of return**

In the event of an effective return, the services received by both parties shall be returned, and any benefits which might have accrued from their use (e.g. use-benefits) reimbursed. In the event of deterioration of the product, compensation for the value can be requested. This does not apply if the deterioration is solely due to testing the product – as customer could have done in the store. In all other cases the customer can avoid liability for compensation by not using the goods like an owner, and refraining from anything that might impair the value.

The right of return does not apply to contracts

- ▶ of goods that have been produced according to customer's specification, or have been clearly tailored to personal requirements, or are unsuitable for return due to their properties.
- ▶ of audio or video recordings or software if the seal of the data carriers has been broken by the consumer.

## **§ 3 Withdrawal policy**

### **Right of withdrawal**

The customer is entitled to withdraw his contract statement within two weeks in writing (e.g. letter, fax, e-mail) without providing reasons, or by returning the product. The period shall start no sooner than with receipt of these instructions. To comply with this withdrawal deadline, the timely mailing of the withdrawal or the product shall be sufficient. The withdrawal must be addressed to:

PTV AG, PTV Vision Market Development, Stumpfstr. 1, 76131 Karlsruhe, Germany

e-mail: [ptvvision@ptv.de](mailto:ptvvision@ptv.de), fax: +49 (0) 721 9651 562

### **Consequences of withdrawal**

In the event of an effective withdrawal, the services received by both parties shall be returned, and any benefits which might have accrued from their use (e.g. interest) reimbursed. If customer is unable to return the services received to PTV AG in full or in part, or only in deteriorated condition, he must compensate PTV AG accordingly if applicable. In case goods are surrendered, this does not apply if the deterioration is solely due to testing the product – as the customer could have done in the store. In all other cases the customer can avoid being liable for compensation by not using the object like an owner, and refraining from anything that might impair the value. Goods which can be shipped must be returned. In case of a return where the total order value is 40 EUR or less, the customer will be responsible for shipping costs of the returned goods if the delivered items correspond to the order. Otherwise, the return is free of charge to the customer.

### **Special instructions**

The customer's right of withdrawal will expire prematurely if the customer's contract partner has already begun to perform the service before the end of the withdrawal period with the customer's express consent, or if this has been initiated by the customer himself (e.g. in form of a download, etc.).

The right of withdrawal does not apply to contracts

- ▶ for supply of goods that have been produced according to customer's specification, or clearly tailored to personal requirements, or are unsuitable for return due to their properties, or are very perishable, or if expiration date has passed.
- ▶ of audio or video recordings or software if the seal of the data carriers has been broken by the consumer.

#### **§ 4 Prices**

1. The list prices valid at the time of order, as shown on the Internet pages, apply.
2. Our prices are calculated ex PTV AG headquarters. The prices shown are net prices, if applicable plus value added tax and plus costs for packaging and shipping.

#### **§ 5 Conclusion of contract**

3. The offers of PTV AG on the web page are subject to confirmation. Thus, in case of unavailability, PTV AG shall not be obligated to render services. However, the conclusion of a contract - and thus a contractual commitment concerning the individual services – takes effect if PTV AG has confirmed the customer's order in writing.
4. PTV AG is entitled to supply goods of equivalent quality and price if the ordered goods are not available and the customer has agreed to this method on the order form.

#### **§ 6 Contract execution**

##### **Order processing**

PTV AG will process orders within 5 business days and notify the customer whether the requested products are available.

##### **Delivery**

Inasmuch as the ordered products are available, PTV AG will deliver them within 10 business days after receipt of order, plus delivery time. Table of shipping costs. An invoice is included with the shipment, with payment terms of 14 days.

## Shipping costs

The shipping costs at home and abroad are calculated as follows:

Country of destination	Shipping costs per shipment
Germany, Austria, Switzerland, Liechtenstein, Luxemburg	3.00 EUR
Rest of Europe	6.00 EUR
Worldwide	14.00 EUR

## Changes, upgrades, limitations of order

PTV AG will answer customer inquiries in connection to orders that have already been placed concerning changes, upgrades, and/or limitation of product scope within shortest time. In as much as the customer requests a change, upgrade and/or limitation of product within 5 business days prior to scheduled delivery, PTV AG will comply with this request if possible.

## § 7 Contact

For questions concerning PTV Vision products, customers can contact competent partners at e-mail address [ptv.vision@ptv.de](mailto:ptv.vision@ptv.de)

## § 8 Payment terms

1. The Customer will receive an invoice from PTV AG for the ordered goods at the time the goods are delivered. PTV AG delivers against invoice. When delivering against invoice, all invoice amounts are payable latest 14 days after receipt of invoice.
2. Prices shown on the invoice are always net prices. The legally applicable value added tax is shown separately.
3. In case of default of payment, PTV AG shall be entitled to exclude the user from further deliveries until such payment has been received in full. Furthermore, PTV AG is entitled to charge interest in the amount of 5% p.a. above the base lending rate of the European Central Bank in the event of default of payment by the user.

## **§ 9 Warranty and liability**

1. If the delivered product is defective, the customer will notify PTV AG, and also return the product at the expense of PTV AG. Defects can be reported via e-mail to [ptvvision@ptv.de](mailto:ptvvision@ptv.de).
2. The warranty of the supplier conforms to §§ 433 ff. BGB – German Civil Code. In the course of business dealings, the warranty is limited to one year and PTV AG has the option to either repair the product or deliver a replacement free of charge.
3. PTV AG will pay compensation or refund wasted expenditures, regardless of the legal ground, only to the following extent:
  - ▶ in case of intent or lack of a warranted property, PTV is liable without limitation.
  - ▶ in case of gross negligence and negligent breach of contractual obligation essential for reaching the purpose of contract (cardinal obligation) , PTV's liability shall be limited to the typical and foreseeable damage at the time of contract conclusion; however, in case of negligent breach of a cardinal obligation the liability will be limited to the compensation owed as per contract.
  - ▶ in the last two cases the compensation is limited to the typical purchase price.
4. Contributory negligence by the customer must be taken into account.
5. Liability for damages due to intentional acts, provisions of warranty, fraud and personal injury, as well as due to the terms of the German product liability law, is not affected by this.

## **§ 10 Force majeure**

1. In the event that PTV AG shall not be able to perform the services owed due to force majeure (particularly war, natural disasters), it will be exempt from liability for the duration of the force majeure.
2. If PTV AG is prevented from executing the order or delivering the goods for more than one month due to force majeure, the customer is entitled to cancel the contract.

## **§ 11 Data protection**

PTV AG will comply with all data protection requirements, particularly the guidelines of the German Teleservices Data Protection Act. Information received from you will help us to make the offered training and product range more attractive and to continuously improve it. We use this information for processing orders, delivering goods and providing services, as well as for processing payment (in case of purchase against commercial invoice, also for the required verifications). In addition, the data sets are used to support and maintain your customer account with us.

We also use your information to communicate with you on order status, products, services and marketing offers. In case you do not want to receive information to our offers, a brief written objection will be sufficient.

## **§ 12 Final clause**

1. Contract language is German.

2. Should a provision of these contract terms be or become null and void, the other terms will remain valid. PTV AG and the customer shall replace the null and void term by another effective term that comes as close as possible to the economic objective of the contract partners.

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