

GENERAL TERMS AND CONDITIONS (ONLINE SHOP FOR DOWNLOADS)

§ 1 Scope and Provider

- (1) These terms and conditions apply to all orders you make at the online store of

amp-media-photography e.K.
Bayreuther Str. 24
95500 Heinersreuth
Managing Director: Frank Berneth
- (2) The product range in our online shop is exclusively aimed at buyers who have reached the age of 18 years.
- (3) Our deliveries, services and offers are made exclusively on the basis of these General Terms and Conditions. The general terms and conditions therefore apply to companies for all future business relationships, even if they are not expressly agreed again. The inclusion of terms and conditions of a customer, which contradict our terms and conditions, is already contradicted.
- (4) Contract language is exclusively German.
- (5) You can access and print the current Terms and Conditions on the website www.pamela-amp.com und www.amp-media-photography.net

§ 2 Contract Conclusion

- (1) The presentation of goods in the online shop does not constitute a binding application for the conclusion of a purchase contract. Rather, it is a non-binding request to order goods in the online shop.
- (2) By clicking on the button ["order now for payment" / "buy now"] you make a binding purchase offer (§ 145 BGB (German Civil Code)).
- (3) Only by unlocking the content or providing a link the contract is concluded.

§ 3 Prices

The prices stated on the product pages include VAT and other price components.

§ 4 Payment Terms; Delay

- (1) Payment is by Paypal.
- (2) The choice of the available payment methods is our responsibility. In particular, we reserve the right to offer you only selected payment methods for payment, for example, to secure our credit risk, only advance payment.
- (3) If paying by credit card, the purchase price will be reserved on your credit card at the time of order (authorization). The actual charge on your credit card account will be at the time we ship the goods to you.
- (4) When paying with PayPal, you will be redirected to the website of the online provider PayPal in the ordering process. In order to pay the invoice amount via PayPal, you must be registered there or first register, legitimize with your access data and confirm the payment order to us. After placing the order in the shop, we request PayPal to initiate the

payment transaction. You'll get more information during the ordering process. The payment transaction will be carried out automatically by PayPal immediately thereafter.

- (5) If you pay by direct debit, you may be responsible for any costs incurred as a result of a chargeback of a payment transaction due to a shortage of funds or due to incorrectly transmitted bank details.
- (6) If you default on a payment, you are obliged to pay the statutory default interest of 5 percentage points above the base rate. For each reminder sent to you after the default has occurred, you will be charged a reminder fee of 2.50 EUR, unless a lower or higher damage is proven in individual cases.

§ 5 Offsetting / Restraint

- (1) You are only entitled to set-off if your counterclaim has been legally established, is not disputed or acknowledged by us, or is in a close synallagmatic relationship to our claim.
- (2) You can only exercise a right of retention if your counterclaim is based on the same contractual relationship.

§ 6 Shipment

- (1) Unless otherwise agreed, the goods are delivered by providing a link. This can be operated by you and starts the download on the selected storage medium.
- (2) It is the responsibility of the customer to provide suitable software that enables proper opening, editing and printing of files and content.

§ 7 Cancellation

In the event that you are a consumer within the meaning of § 13 BGB (German Civil Code), i.E. make the purchase for purposes that are predominantly neither your commercial nor your independent professional activity can be attributed, you have a right of withdrawal in accordance with the following provisions.

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The cancellation period is fourteen days from the date on which you or a third party named by you, who is not the carrier, has taken possession of the goods.

In order to exercise your right of withdrawal, you must notify us

Company: amp-media-photography e.K.

Address: Bayreuther Str. 24, 95500 Heinersreuth, Deutschland

E-Mail: webmaster@pamela-amp.com

by means of a clear statement (eg a letter sent by post, or e-mail) of your decision to withdraw from this contract. You can use the attached withdrawal form, which is not required.

In order to maintain the cancellation period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the Cancellation

If you withdraw from this agreement, we shall reimburse you for any payments we have received from you, including delivery charges (except for the additional costs that result from choosing a different type of delivery than the cheapest standard delivery we offer), promptly and no later than fourteen days from the date on which we receive notice of your cancellation of this Agreement. For this repayment, we will use the same means of payment as you used in the original transaction, unless expressly agreed otherwise with you; In no case will you be charged for this repayment fees.

We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us or to us without delay and in any event not later than fourteen days from the date on which you inform us of the cancellation of this contract. The deadline is met if you send the goods before the deadline of fourteen days.

You bear the immediate costs of returning the goods.

You only have to pay for a possible loss in value of the goods, if this loss of value is due to a handling that is not necessary for the examination of the nature, characteristics and functioning of the goods.

Model Withdrawal Form

If you want to cancel the contract, please fill out this form and send it back.

To

Company: amp-media-photography e.K.
Address: Bayreuther Str. 24, 95500 Heinersreuth, Deutschland
E-Mail: webmaster@pamela-amp.com

I / we (*) hereby revoke the contract concluded by me / us (*) for the purchase of the following goods (*):

Ordered on (*) / received on (*)

Name of the consumer(s):

Address of the consumer(s):

Signature of the consumer(s) (only when notified on paper)

Date

(*) Delete as appropriate

End of Right of Withdrawal

(1) The right of withdrawal does not apply to

- Delivery of goods that are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer or
- when delivering sound or video recordings or computer software in a sealed package, when the seal has been removed after delivery.

(2) A right of revocation expires in accordance with § 356 Abs. 5 BGB (German Civil Code) in a contract for the delivery of not on a physical medium digital content, if the entrepreneur has started to execute the contract, after the consumer has expressly agreed that the entrepreneur with the execution of the contract begins before the expiry of the period of revocation and has confirmed its knowledge that he loses his right of revocation by agreeing to do so at the beginning of the execution of the contract.

§ 8 Warranty

(1) Unless otherwise expressly agreed, your warranty claims are based on the statutory provisions of the purchase right (§§ 433 ff. BGB (German Civil Code)).

(2) If you are a consumer within the meaning of § 13 BGB (German Civil Code), the limitation period for warranty claims for used goods is one year from the statutory provisions. This limitation does not apply to claims based on damages resulting from injury to life, limb or health or from the violation of a material contractual obligation, the fulfillment of which enables the proper execution of the contract in the first place and on whose compliance the contracting party can regularly rely (cardinal duty) as well as for claims due to other damages that are based on an intentional or grossly negligent breach of duty by the user or his vicarious agents.

(3) In addition, the statutory provisions apply to the warranty.

(4) If you are an entrepreneur within the meaning of § 14 BGB (German Civil Code), the statutory provisions with the following modifications apply:

- For the condition of the commodity only our own data and the product description of the manufacturer are binding, however not public praises and expressions and other advertisement of the manufacturer.
- You are obliged to inspect the goods immediately and with due care for quality and quantity deviations and to notify us of obvious defects within 7 days of receipt of the goods. Deadline is sufficient for timely dispatch. This also applies to later discovered hidden defects from discovery. In the event of a breach of the obligation to examine and to give notice of defects, the assertion of the warranty claims is excluded.
- In the case of defects, we provide warranty at our discretion through repair or replacement (supplementary performance). In the case of repair, we do not have to bear the increased costs incurred by the shipment of the goods to a place other than the place of performance, provided that the shipment does not correspond to the intended use of the goods.

- If the supplementary performance fails twice, you can demand a reduction or withdraw from the contract at your option.
- The warranty period is one year from date of delivery.

§ 9 Liability

- (1) Unlimited liability We are unlimitedly liable for intent and gross negligence as well as in accordance with the Product Liability Act. For slight negligence we are liable for damages resulting from injury to life, limb and health of persons.
- (2) For the rest, the following limited liability applies: In case of slight negligence, we shall only be liable in the event of a breach of a material contractual obligation, the fulfillment of which enables the proper execution of the contract in the first place and on whose compliance you can regularly rely (cardinal duty). The liability for slight negligence is limited in amount to the damage foreseeable at the time of the conclusion of the contract, the occurrence of which is typically to be expected. This limitation of liability also applies in favor of our vicarious agents.

§ 10 Copyright and Rights of Use

- (1) All digital content provided by the seller is protected by copyright.
- (2) The customer acquires a time-unlimited, simple, non-transferable right of use exclusively for non-commercial use. The customer is granted no exploitation rights. In particular, he may not distribute the acquired titles - neither digitally nor in print, in whole or in part - (§ 17 UrhG), make them publicly available (§ 19a UrhG) or pass them on to third parties in any other form. The right to reproduce (§ 16 UrhG) is limited to acts of reproduction which serve exclusively for their own use.
- (3) The granting of rights of use by the seller is subject to the condition precedent of the complete purchase price payment.
- (4) The user is not entitled to remove copyright notices, trademarks or other legal reservations from the goods.
- (5) The seller is entitled to individually personalize downloadable digital content with visible and invisible markings to enable discovery and legal prosecution of the original customer in case of misuse.
- (6) In the event of unauthorized use of the digital content by the buyer or a third party, the buyer agrees to pay a contractual penalty per infringement to be determined by us at its reasonable discretion and to be reviewed by the competent court in case of dispute.

§ 11 Alternative Dispute Resolution

The EU Commission has provided a platform for out-of-court settlement. This gives consumers the opportunity to settle disputes in connection with their online order without the intervention of a court. The Dispute Settlement Platform can be reached at the external link <http://ec.europa.eu/consumers/odr/>

We endeavor to settle any disputes arising from our contract by mutual agreement. In addition, we are not obliged to participate in arbitration and unfortunately can not offer you participation in such a procedure.

§ 12 Final Regulations

- (1) Should one or more regulations of these terms and conditions be or become ineffective, this shall not affect the validity of the remaining provisions otherwise.
- (2) Exclusively German law is applicable to contracts between us and you, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG, „UNKaufrecht“). Compulsory regulations of the country in which you usually stay, remain unaffected by the choice of law.
- (3) If you are a merchant, a legal entity under public law or a public law special fund, our place of business is the place of jurisdiction for all disputes arising from or in connection with contracts between us and you.

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