

Sale of Address Material

of the Institut des Deutschen Textileinzelhandels GmbH, An Lyskirchen 14, 50676 Köln,
hereafter referred to as ITE

ITE accepts only orders in writing. Orders, once placed, are binding. ITE bases all orders on these General Terms and Conditions. They are authoritative even if an order contains different or deviating purchasing conditions. Deviations are only valid if they are confirmed by ITE in writing.

1. Executing and handling orders

ITE cannot guarantee the delivery of the approximate quantity of addresses quoted in the address offers. The address material is kept constantly up to date by ITE in the customers' interest. Each order is therefore accepted as for the number of addresses currently held by ITE. If a customer has produced too many or too few printed matters, advertising novelties or the likes in respect of the difference between the quantity of addresses quoted in the offer and the quantity actually supplied, no claims whatsoever against ITE can be derived therefrom.

ITE uses the Turnover Tax Identity Number provided in writing by the customer when invoicing customers within the EC. Where an incorrect Turnover Tax Identity Number is given, the customer is liable towards ITE for the tax liability claimed from ITE by the tax authorities.

2. Delivery date/Withdrawal

If the customer does not specify a delivery date, orders will be processed as quickly as possible in the order in which they are received. Delivery dates requested by the customer only become binding on ITE's written confirmation. ITE can, however, deviate even from such confirmed delivery dates in cases of force majeure (e.g. unforeseeable computer failure or the likes).

Fixed-date purchases are only recognised where they are confirmed as such by ITE in writing. If ITE is late with the delivery, then the customer can withdraw from the contract if he has extended the original deadline in writing by at least 14 days and this deadline has also expired unsuccessfully.

Addresses ordered and delivered will not be taken back under any circumstances.

3. Prices

The prices for addresses in ITE offers are valid in principle for once-only use.

The prices on the respectively valid price lists are binding. All prices quoted by ITE on offers are net prices exclusive of a share of packing charges and of value added tax. No credit periods, discounts or deductions of any kind will be granted. All invoices are payable 10 days from date of invoice without deduction.

ITE can demand advance payment of ITE's claim for remuneration to the expected invoice amount.

4. Warranty rights

Although a certain amount of incorrectly addressed and returned post is unavoidable, ITE will pay up to 0,55 EUR for every address received by us marked undeliverable within six weeks from the delivery date and up to 1,12 EUR for foreign addresses received within three months. The returned mail must be sent to us post paid.

ITE makes every effort to ensure the correct classification, comprehensive recording and the correctness of the available addresses but it does not guarantee this. The availability of fax- and mail-addresses does not automatically imply the addressee's approval of the receipt of advertising messages via E-mail or fax.

Costs incurred for advertisements, postage etc. will not be refunded. All claims whatsoever for damages arising from ITE's contractual obligations brought by the customer and any loss of success, irrespective of its cause in law, are restricted to the amount of ITE's respective invoice item.

5. Illicit multiple use

The addresses may not be used more often than is contractually agreed. The addresses supplied may only be used once for addressing unless expressly agreed otherwise. Repeated use within the customer's own business is also forbidden. It is not permitted, in particular, to pass on addresses either against or without payment to third parties whether for a limited period or for ever, or to enclose advertising material from others with one's own mailings or to use the addresses supplied for tie-in advertising. It does not matter whether the infringement is intentional or inadvertent. ITE will check the observance of this agreement through the introduction of control addresses.

Contract penalty

Each individual infringement of Item 5 of these General Terms and Conditions - without prejudice to further claims for damages - makes the customer liable to pay a contract penalty amounting to ten times the sum of the total invoice for the delivery which contained the addresses used contrary to agreement. Here it is irrelevant how many addresses from the invoice were misused. The submission of the control address is sufficient proof of infringement.

We supply addresses to other list brokers and mailing houses only on condition that the above protective clause also becomes part of the transactions undertaken with the addresses supplied. To this extent our business partner is obliged, on our request, to assign his claims to us in the event of his customer's breach of contract.

If our business partner omits to make the protective clause an integral part of the agreement with his customer, he himself shall be obliged to pay the contract penalty in the event of improper multiple use.