

I. General Terms

1. Contractual Partners

The "Stefan Schramowski & Sven Pöthke GbR", hereinafter referred to as "myooge" operates a website under the address www.myooge.com (and eventually additional domain endings) for the purpose of offering printing services. Contractual partners are the customer and myooge.

2. Customer Conditions of Use

Applicable to the contract between myooge and the customer are exclusively myooge's Terms & Conditions in the version valid at the time of order. Possible Terms & Conditions of the customer are not part of any contract between that party and myooge, even if myooge does not expressly object to such in writing. myooge reserves the right to accept Terms & Conditions of the customer which may differ from its own.

3. Range of Service and Payments

All prices listed on myooge websites include VAT and are exclusive of postage and packaging.

4. Balancing of Charges and Retention of Payment

The customer has the right to balance out payments due with claims he has raised only when those claims have been determined by a court of law or expressly recognized by myooge in writing. Authorization for retention of payments is only permissible when the claim derives from the same contract.

II. Conclusion of a Contract

1. Request for a sales contract

A request to enter into a sales contract is made by the customer by filling out and submitting the order form provided on myooge's website. The customer is obligated to check the accuracy of information in the order form and to inform myooge immediately of any eventual spelling or arithmetical mistakes or any other differences from the intended order. The customer is required to provide true and complete personal data for the order in accordance with the requirements of the order form. The customer is liable for damages arising from any false information he may provide.

2. Acceptance of the request for a sales contract

Confirmation of the receipt and acceptance of your order by automatic email reply comes immediately after you send your order. This automatic email confirmation institutes your sales contract with us.

III. Delivery

Items ordered are delivered to the address the customer provides. Delivery charges are calculated and listed separately and charged to the customer. A summary of delivery charges is shown [here](#).

Additional taxes, fees, and customs duties arising with deliveries to foreign countries (with the exception of the EU) are also charged to the customer.

IV. Right of cancellation

1. Exclusion of cancellation right for individual art prints

Printed articles, including those components permanently attached to them, are produced individually according to customer specifications and wishes as stated in the order. For this reason, the customer's right to cancel the sales contract for such articles is excluded by law (§ 312 d Abs. 4 Nr. 1 BGB). myooge provides no contractual right of cancellation for such cases.

This stipulation does not affect legal requirements for contract fulfillment and liability for faulty items.

2. Right of cancellation for articles NOT individually produced according to customer specifications

For other articles, **consumers (end customers) alone have the following legal cancellation rights:**

Right of revocation

Right of cancellation

You may cancel your declaration of agreement within 14 days in text form (e.g. letter, fax, email) without giving reasons – if the item has been transferred to you before the expiry of the time-limit – also by returning the item. The period commences after receipt of this notice in text form, however not before receipt of the goods by the recipient (in the case of recurring delivery of the same type of goods not before receipt of the first partial delivery) and also not before fulfilment of our obligations to inform in accordance with article 246 section 2 in combination with section 1 subsections 1 and 2 EGBGB [Introductory Act to the German Civil Code] and also our obligations in accordance with section 312g subsection 1 clause 1 EGB [German Civil Code] in combination with article 246 section 3 EGBGB. For observance of the cancellation period dispatch of the cancellation or the item in time is sufficient. The cancellation is to be sent to:

Stefan Schramowski & Manuela Pöthke-Lorenz GbR

Brunnenstr. 19

19053 Schwerin

Germany

E-Mail: info@myooge.com

Fax: +49 (0)385 5938406

Consequences of cancellation

In the event of an effective cancellation the services received by either side are to be reimbursed and if applicable benefits derived (e.g. interest) returned. If you are unable to reimburse the service and benefits received (e.g. use and enjoyment) to us in their entirety or partially or where you can only return them in a deteriorated state you must offer compensation to this extent. For the deterioration of the item and for benefits derived you must only pay compensation insofar as the benefits or the deterioration is to be attributed to handling of the item that goes beyond checking the properties and functionality. By "checking the properties and functionality" is meant testing and trying out the goods in question such as is possible and usual in the retail store. Items that can be sent by parcel post are to be returned at our risk. You must bear the ordinary costs of return if the goods supplied correspond to those ordered and if the price of the item to be returned does not exceed an amount of Eur 40 or if, in the case of a higher item price at the time of the revocation, you have not paid the consideration or a contractually agreed partial payment. Otherwise return is free of charge for you. Items that cannot be sent by parcel post will be collected from you. Liabilities for the reimbursement of payments must be met within 30 days. The period commences for you on dispatch of the notice of cancellation, for us with receipt of it.

End of the instruction for the right of revocation

3. Cost-Sharing Agreement

Should you take advantage of your cancellation right under the previously mentioned criteria, you are responsible for the cost of the return shipment (1) if the goods delivered correspond to what you ordered and the price of the goods to be returned does not exceed 40 euros, or (2) if the price of the goods is higher and you have not yet provided compensation or made any installment payment under the terms of the contract at the time of cancellation. Otherwise, return shipment is free of charge for you.

V. Conditions of payment

1. Ownership and property rights

Until all claims against the customer have been completely paid, items delivered remain the property of myooge. Subsequent sale or assignment to third parties of items still under this reservation of property rights is not allowed without myooge's prior agreement. Should the customer still not make payment even after myooge's written request, he/she must upon request return the item(s) to myooge. The customer bears the cost for returning the items. Should the items show signs of use, myooge reserves the right to charge the customer for the item's reduction in value.

2. Methods of payment

Only those forms of payment listed on the order form are accepted. A summary of the forms of payment accepted can be seen [here](#). For individual and written offers from myooge, individual payment agreements may be made.

For payment by direct account debiting, the customer's account will be debited upon acceptance of the order. For payment by credit card or by

Paypal, because these involve external financial service providers, the entire payment due will be debited by a separate authorization of the customer following order placement.

3. Credit card payments

myooge specifically points out that all credit card payments are transacted through Germany as the headquarters of myooge. If the customer's account to be debited is with a financial institution outside Germany, the credit card company may make additional charges for foreign payment fees.

VI. Guarantee and liability

1. Use of the website

myooge is not responsible for any damages arising out of the use of this website as long as they are not due to myooge's premeditation or willful negligence.

2. Guarantee exclusion

myooge assumes no responsibility for slight differences between the item delivered and the original and/or other large or small format reproduction of the same work. Due to manufacturing and printing procedures, minor variations in shade of color, dimensions, format, material, and surface quality are unavoidable for print items. Such variations provide no cause for claims of faultiness. For the items myooge sells, materials common to this sector are used. myooge makes a principle of using special colors with extremely high resistance to ultraviolet radiation. Nonetheless, if items are exposed to intense sunshine for long time periods, a diminishment of quality cannot be excluded. Therefore, no responsibility can be assumed for loss of quality in materials and colors due to long-term and intense exposure to light. We also expressly point out that print items are not intended for outdoor use and are therefore only for use in roofed rooms, unless other indications are included in the product description or otherwise expressly made by myooge. Therefore, no responsibility is assumed for damages arising due to such circumstances, e.g. for damages due to moisture.

3. Repairing defects, replacement deliveries

If there is a defect in the item delivered, myooge is required to repair the defect or make a replacement delivery. Should myooge not fulfill this requirement within a timeframe of 14 days, or should two repair attempts not provide remedy, the customer has the right to cancel the contract, to a reduced purchase price, to compensation for damages, and to refund of expenses incurred to no avail.

4. Period

The guarantee period is 2 years and begins on the day the item reaches the customer.

VII. Right of cancellation for myooge.com

In the case of typographical, printing, or calculation mistakes on myooge's website, myooge has the right to cancel the offer.

VIII. Copyright

The intellectual property in the content of this website is copyrighted. This website grants no license for the use of myooge's intellectual property nor for that of third parties. The content of this website may not be copied, circulated or changed for commercial purposes nor made available to third parties.

IX. Applicable laws

All disputes arising out of a contractual relationship with myooge are under the jurisdiction of the Federal Republic of Germany, whose laws exclusively apply and exclude UN purchase law, even when the order originates in another country or items are delivered to another country.

The applicable language of all Terms & Conditions is the German original, the English translation serving only as explanation.

X. Privacy

The privacy statement can be seen [here](#).

The customer is hereby informed that current technical conditions cannot exclude the possibility of unauthorized third parties accessing data during its transmission via the internet. myooge assumes no responsibility or liability for any damages that may arise from this.

XI. Concluding terms

1. Proviso

In the case that any individual terms of the contract prove null or invalid, this does NOT render the other terms of the contract invalid or inapplicable. The invalid term is to be replaced by one in accordance with legal rulings.

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