

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

The customer's request to enter into a sales contract is accepted when this is expressly stated in writing, at the latest when the order is immediately delivered, i.e. when myooge presents the ordered goods to the delivery company. myooge has the right to refuse to accept a sales contract without stating the reasons. myooge offers no guarantee that articles shown on the website are always available in the desired quantities. Should one or more items not be available at all or in the desired quantity, myooge will inform the customer. Should the customer have already paid for the item, the corresponding sum will be credited to his account within 10 workdays at the latest.

III. Delivery

1. Delivery address

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.

2. Delivery period

Delivery is within 7-14 days after receipt of the order, for pre-payment within 7-14 days after receipt of payment. Should the customer desire delivery of the item in a timeframe shorter than that specified above, myooge will, upon request by the customer, determine whether quicker production and delivery is possible.

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:**

Cancellation rights

You can cancel your contract without cause within 14 days in writing (i.e. by letter, fax, or email) or, should the goods be delivered before this term has expired, by returning the goods. Term begins after receipt of this information in writing but not before delivery of the goods to the receiver (for series deliveries of similar goods not before delivery of the first portion) and also not before we have fulfilled our information obligations in accordance with article 246 § 2 in connection with § 1 Abs. 1 and 2 EGBGB as well as our obligations according to § 312e Abs. 1 Satz 1 BGB in connection with article 246 § 3 EGBGB. To fulfill the term for cancellations, it is sufficient to send the cancellation or return the goods before expiration of the term to fulfill term requirements. Cancellation is to be addressed to:

Stefan Schramowski & Manuela Pöthke-Lorenz GbR

Brunnenstr. 19

19053 Schwerin

Germany

E-Mail: info@myooge.com

Fax: +49 (0)385 5938406

Results of Cancellation

In the case of an effective cancellation, value received by each party is to be restituted and any usage value obtained (interest, for example) is to be paid out. If you are unable to reconstitute the value (goods) in full or in part or only in worse condition, you must compensate us for the lost value. This does not apply to material goods when their worsened condition exclusively arises from examining them as you would in a shop. Moreover, you can avoid your obligation to provide compensation for worsened condition caused by proper usage by not using the goods as your own property and by avoiding anything that would diminish their value. Goods that can be packed for shipping are to be returned at our risk. You must bear the costs of any return if the goods delivered correspond to the order and the price of the goods to be returned does not exceed 40 euros or, should the price be higher, if you have not yet made payment or contractually agreed partial payment at the time of cancellation. Otherwise, the return of goods is free of charge for you. Goods which cannot be packed for shipping will be picked up at your premises. Obligations to refund payment must be fulfilled within 30 days. This term begins for you when the cancellation or the goods are sent, for us with receipt of same.

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 customer agrees to myooge electronically processing and saving his data for the purposes of carrying out the contract.

If the customer registers for the newsletter, myooge stores the registering customer's e-mail address for the purpose of advertising and market research until the registration for the newsletter is cancelled.

myooge promises not to provide data to unauthorized third parties. Data is only provided to third parties engaged and authorized by myooge (delivery services, for example) to the extent necessary for carrying out contractual arrangements, i.e. delivery and payment. In these cases, the data provided is, however, kept to the minimum necessary.

Should the customer pay by means of direct account debiting, myooge is allowed to provide the SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden with the customer's name and address for the purpose of a credit check in myooge's own interest. The customer's privacy is protected according to the legal requirements for such credit checks.

Responsible for the collection of data is the management of myooge.

The complete 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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