

General Business Terms and Conditions of RHIEM Services GmbH

Status 07.06.11

1. Scope of application, contractual partners

These General Business Terms and Conditions as amended apply to contracts for the purchase of goods and provision of services by RHIEM Services GmbH to its customers.

Clause 11 of these General Business Terms and Conditions shall not apply to customers who are end consumers in accordance with § 13, German Civil Code BGB, as the clause applies only to companies as defined in § 14 BGB.

2. Duty of information for online orders and contracts

2.1 The contractual partner of the customer is RHIEM Services GmbH, Gildeweg 10, 46562 Voerde, Germany, telephone +49.2855.9700970, fax +49.2855.970021, e-mail: support.slingmedia@rhiem.com, reg. no. HRB 10010, Duisburg District Court, VAT ID no.: DE 811718358, represented by its managing directors Dr.-Ing. Stefan Rhiem, Franz Rhiem and Dr.-Ing. Peter Lorenzi.

The company does not operate agencies in other EU member states.
RHIEM Services GmbH is hereafter referred to as "RHIEM".

2.2 The essential features of the goods and services are detailed in the description of the respective item, and can be called up during the order transaction.

2.3 RHIEM reserves the right to withdraw from a contract, if, due to no fault of its own, it is unable to supply the ordered good, as its subcontractors have failed to meet their obligations.

2.4 The contract is entered into in the following ways: The order is made through the online shop in one of the languages available there. The order constitutes an offer to RHIEM to enter into a purchasing contract. The customer receives an initial confirmation that the order has been received. This confirmation is not a confirmation of completion of the contract.

A contract is only concluded, if RHIEM dispatches the ordered goods/provides the ordered service to the customer within a period of two weeks (acceptance by the customer) or if the order is accepted by e-mail notification to the customer.

2.5 The prices quoted on the website include VAT at the applicable rate. The costs for packaging and postage costs as well as any applicable import duties shall be payable by the customer.

2.6 Unless specified differently, all information provided by RHIEM is valid at the time of visit of the website by the customer, as product and service details, offers and prices published by RHIEM are constantly updated.

3. Right of cancellation by customer / cancellation policy and instructions

Right of cancellation: You are entitled to cancel the order within two weeks from the date of the order without giving reasons by notification in writing (e.g. by post, fax or e-mail) or by returning the goods, should they already have been dispatched to you. The two-week cancellation period begins with the receipt by the customer of a written copy of this cancellation policy but not prior to the receipt of the goods (for repeat deliveries of goods of the same type: with the receipt of the first partial delivery) and performance of our duty of information according to article 246, paragraph 2, in conjunction with article 1, paragraphs 1 and 2, Introductory Act of the German Civil Code EGBGB, and the performance of our duties according to article 312e, paragraph 1, clause 1 BGB in conjunction with article 246, paragraph 3 EGBGB. For a valid cancellation, it is sufficient if the goods or the cancellation notice or the goods are dispatched within the cancellation period. The cancellation notice must be sent to:

RHIEM Services GmbH
Webshop Sling Media/EchoStar
Gildeweg 10
46562 Voerde
Germany
Fax +49-2855-9700-21
E-mail: support.slingmedia@rhiem.com

Consequences of cancellation: In case of a valid cancellation, services received by both parties shall be refunded and, if necessary, restitution has to be made for financial benefits (e.g. interest). If you are unable to return the received goods in the state in which they were delivered, you shall be obliged to pay compensation for the loss in value to RHIEM. This does not apply to a reduction in value of the goods caused exclusively by inspecting them in a manner that would have been available to you in a normal retail outlet. You can eliminate or reduce your liability for compensation by not handling the goods as if they were your property, by not using them for the intended purpose and by avoiding anything that might diminish their value. Goods that can be returned by parcel must be sent back to us by parcel post at our risk. Provided that the delivered goods conformed to those ordered and provided further that the price charged for the goods does not exceed EUR 40, you must pay all return costs. This also applies, if the goods have a higher price but you have not yet made any payment or any of the agreed partial payments at the time of cancellation. In all other cases, the return costs shall be paid by RHIEM. Goods that cannot be sent by parcel will be collected from your premises. Payments received must be reimbursed within 30 days, starting from the date at which the cancellation notice has been sent or the goods have been received by us.

- End of returns instructions -

Exceptions: The right of cancellation shall not apply to goods that have been produced according to customer specifications or that have been customised to meet individual requirements. Also excluded are goods that, due to their properties, are unsuitable for return delivery, and audio, video and software products where the packaging seal of the storage device has been broken by the purchaser.

Return handling: To ensure efficient handling of a return, the customer should contact RHIEM by e-mail (support.slingmedia@rhiem.com) to request a return reference number. The goods should preferably be returned in their original packaging including all original packaging parts. Otherwise, they must be returned in packaging that is appropriate for the goods and the method of transport. We recommend requesting a signed receipt for the goods from the courier service handling the return. This receipt should be kept until the return procedure is completed. Please note that the instructions in this section are not mandatory and that non-compliance shall not affect your right of cancellation.

Costs for returning goods: If the customer exercises his/her right to return goods (see returns instructions), he/she bears the postage costs if the goods supplied correspond to the order and the price of the goods to be returned does not exceed an amount of 40 euros, or if the goods exceed this amount at the time of the cancellation and the customer has rendered neither a quid pro quo nor a contractually agreed part-payment. Otherwise, return postage is free of charge.

4. Information on Ordering over Electronic Channels

4.1 In order to order goods from the RHIEM online shop, the customer first needs to find the goods in the website catalogue and place them in the "Shopping Cart". The shopping cart contains a list of all the goods that the customer has selected for purchase. Goods can be changed according to quantity or completely removed from the shopping cart.

4.2 Once the shopping cart contains all the goods required in the necessary quantities, the order transaction can be continued by pressing the relevant button. Subsequently, the customer will be asked for his invoice and delivery address, and the payment and shipment method desired. Prior to placing the final order, all the details of the order are displayed in summary and can be modified by the customer if required.

4.3 If the customer is an end consumer as defined in § 13, German Civil Code BGB, he then has the option to read, print or save the General Business Terms and Conditions. After the customer has confirmed that he has read and accepted the General Business Terms and Conditions as part of the purchase contract, he can continue the order process.

4.4 The order becomes binding as soon as the customer has sent it. When the order is received, the customer is issued a confirmation including these General Business Terms and Conditions.

4.5 The order details including the personal data entered by the customer is electronically stored by RHIEM.

5. Payment terms and retention of title

5.1 Upon entering into a purchase or service contract, the customer is obliged to pay the purchase price, service fee or licence fee.

5.2 The preferred method of payment is by credit card. For payment by credit card, the customer authorises RHIEM to deduct the amount due from his credit card or by means of online banking transfer. Alternatively, we accept payment in advance or payment by invoice.

5.3 Until full payment is made, the goods and service remain the property of RHIEM. In the event that the purchase price is not paid in full, the customer must inform RHIEM immediately and in writing of this fact. This also applies to cases where the goods are subject to claim by a third party or are otherwise exposed to interference by a third party. In goods subject to retention of title are resold, the customer agrees to assign all claims from the resale to RHIEM, irrespective of whether these have arisen prior to or after processing of the goods.

6. Shipping and delivery terms

If goods are to be shipped to the customer's delivery address, the customer shall pay all delivery costs and import duties, where applicable. Delivery is by Delivered Duty Unpaid (DDU). The packaging and/or shipping costs can be calculated by the customer online when placing the order from the online shop.

7. User name / password / customer code

7.1 Upon acceptance of the order, RHIEM activates a user account for the processing of orders and payments and informs the customer of the account details, as soon as he has entered his address. A user ID, password and if required a customer code are setup within the bounds of this and provided to the customer. This information serves to identify and authorise the customer and may only be used by the customer himself. The customer is obliged to handle the information with all due care and confidentiality and protect it from access by third-parties.

7.2 If the customer suspects that his data is being used by a third party without his consent, he must immediately notify RHIEM so that the respective account can be blocked.

7.3 In the event of default in payment, revocation of the direct debit authorisation, blocking of the specified bank account or expiry of the credit card, RHIEM is entitled to close the user account of the customer.

8. Warranty and liability

8.1 If reworking, repair or replacement cannot be made successfully within a reasonable period of time after delivery, the customer shall be entitled to withdraw from the contract or demand a reduction in price.

8.2 Unless specified otherwise below, any other claims by the customer, on whatever grounds, shall be excluded. RHIEM shall not be liable for damage other than damage to the delivered goods. In particular, RHIEM shall not be liable for loss of earnings or other damage to the property of the customer. The limitations regarding liability on the part of RHIEM also apply to the

personal liability of its employees, representatives and agents.

8.3 The above limitation of liability shall not apply in cases where damage has been caused intentionally or as a consequence of gross negligence, or where personal injury has been caused. The limitation of liability shall not affect the customer's legal rights.

8.4 In the event of RHIEM breaching its contractual obligations due to negligence, compensation for damage to property shall be limited to typical damage.

8.5 If the packaging of the goods is obviously defective or damaged, the customer must immediately notify the transport firm or courier service.

8.6 If the complaint is without foundation and the goods are free of defects, RHIEM shall be entitled to charge the customer a shipping and inspection charge of EUR 40. If the customer can prove that the actual costs were higher or lower, the charge shall be adjusted accordingly. In all cases, the customer shall pay the shipping costs.

9. Data protection

9.1 All data submitted by the customer (e.g. name, e-mail address, private and business address, password, credit card number, invoice address), including all personal data, is used for the processing of the customer's order. All personal data is collected and used in accordance to the regulations laid down in the German Data Protection Act BDSG and the German Telemedia Act TMG. All such data is transmitted through the internet as SSL encrypted data. No personal data is processed outside the European Union.

9.2 Your payment-related data is forwarded to the credit institute through which payment is to be made, as this is necessary for the handling of your order. Provided that the customer has given his explicit consent, we are also entitled to disclose personal data to Sling Media/EchoStar and RHIEM Distribution Systems GmbH. Your personal data shall not be disclosed to any other third party. Please note that your consent for the disclosure of your personal data can be given electronically on the website. Your consent is thereby logged. You are entitled to revoke your consent at any time.

9.3 We save the contract text and send a copy of the order data and our General Business Terms and Conditions by e-mail to the customer. The customer has the option to view previous orders in the customer area of the website. To enable customers to shop online, cookies are used on certain pages. Cookies are small text files that are transferred from the online shop to your computer. You have the option to accept, manage and block cookies by adjusting your web browser settings accordingly. If cookies are disabled, you will however not be able to use certain key functions of our website, such as the shopping basket. Cookies are used exclusively to make certain applications accessible and do not contain any personal data.

9.4 If you have any queries or concerns regarding the collection and use of your personal data, if you wish to correct or block personal data or revoke your consent of using your personal data, please contact RHIEM (for contact details, see 2.1). According to the terms of the data protection legislation, RHIEM is the partner responsible for data protection.

9.5 The data protection policy and consents can be viewed at any time on the estore.rhiem.com/slingmedia online shop site clicking the „Data protection” button.

- Permission of disclosure of data to third parties -

I herewith authorise RHIEM Services GmbH to forward the data collected during the placing of my order to Sling Media/EchoStar and/ or RHIEM Distribution Systems GmbH.

I accept that Sling Media/EchoStar and/ or RHIEM Distribution Systems GmbH might contact me
by post and/or
by e-mail and/or
by telephone

on offers and products of Sling Media/EchoStar.

9.6 We also use your personal data, including e-mail and postal address, to inform you of new offers and products. You can at any time revoke your consent to the use of your personal data for information and marketing purposes.

10. Applicable law and jurisdiction

All contracts between the customer and RHIEM, including liability and warranty claims, shall be governed by German law to the exclusion of the UN Sales Convention.

11. Special Conditions for Contracts with Companies

The following deviations from the business conditions detailed above apply to customers who are not consumers but companies in the meaning of § 14 BGB.

11.1 The rights of return or cancellation according to chapter 3 do not apply if the customer is a company in the meaning of § 14 BGB.

11.2 In deviation to chapter 8, warranty within the bounds of business transactions is limited as follows:

a) The warranty period is limited to 12 months.

b) The warranty granted by RHIEM to customers that are registered businesses in accordance with §14 BGB is subsidiary to that granted by the supplier. For this purpose, RHIEM shall herewith transfer to the customer all warranty claims against the manufacturer/supplier in relation to the software, hardware and/or documents or other user instructions that are the subject of the contract. The customer approves this concession. As a consequence, the customer shall initially make all warranty claims to the manufacturer/supplier. Any claims under warranty against RHIEM shall be suspended for the duration of such legal action. RHIEM shall provide the customer with all contractual documents and information regarding the contractual partner that is required for such legal action. The warranty provided by RHIEM shall come back into force once the claims of the manufacturer/supplier provide no chance of success due to legal reasons or degeneration of assets through insolvency, non-traceability, legal limitations or existing contrary rights.

11.3 In deviation to chapter 8, the customer, if a company, shall check the object of purchase for deficiencies immediately on receipt and complain about any deficiencies identified immediately. § 377 BGB shall apply.

11.4 The liability of RHIEM due to any legal reason is limited to the value of goods or services supplied. All further liability for compensation is excluded, and liability without culpability is excluded at all times. Liability according to product liability law remains unaffected by this.

11.5 The customer can only offset against claims by RHIEM with legally determined or undisputed claims.

11.6 The business conditions of the customer only apply when they have exclusively been approved by RHIEM in writing.

11.7 The place of performance and jurisdiction is Dinslaken, Germany.

12. Salvatory Clause

If any provisions of these General Business Terms and Conditions or of the contract between the parties should be void, non-viable or become non-viable, the validity of the contract in whole shall not be affected.

Only the German version of these General Business Terms and Conditions is legally binding.