

Terms & Conditions

1. Scope

The following terms and conditions, in the version valid at the time of sale, apply to all orders. Deviations from these terms & conditions apply only if authorized by the *Freunde und Förderer der Staatsoper Unter den Linden e. V.* in writing.

2. Product Range

The product range of the *Freunde und Förderer der Staatsoper Unter den Linden e. V.* advertised on the website at www.staatsoper-berlin.de is available on request and subject to change without notice. Minor technical or other deviations from the products shown or described are possible.

3. Sales Agreement

An order constitutes a binding sales agreement. The contract results from the completion of the order process and the written acceptance by the *Freunde und Förderer der Staatsoper Unter den Linden e. V.*, at the latest on delivery of the goods. The issue of an invoice is commensurate with order acceptance.

4. Prices and Conditions of Payment

Products are sold according to the quality and price descriptions in sales brochures and on the website. If there are obvious typing or calculation errors, the *Freunde und Förderer der Staatsoper Unter den Linden e. V.* is entitled to withdraw from the agreement. Packing and postage costs are charged separately. The *Freunde und Förderer der Staatsoper Unter den Linden e. V.* accepts all of the forms of payment listed in the ordering process at www.staatsoper-berlin.de. The customer selects the form of payment preferred. Offset of invoices against claims is possible only with written consent from the *Freunde und Förderer der Staatsoper Unter den Linden e. V.*.

5. Shipment Costs

For orders within the Federal Republic of Germany, the *Freunde und Förderer der Staatsoper Unter den Linden e. V.* charge applicable postage costs in Euros for each order. The *Freunde und Förderer der Staatsoper Unter den Linden e. V.* is entitled to make special agreements for larger deliveries or for delivery outside Germany.

6. Delivery, Delivery Time, Costs of Freight

Unless otherwise agreed, delivery is made to the address given. If goods are not in stock, delivery may take up to four weeks after the order is placed. The *Freunde und Förderer der Staatsoper Unter den Linden e. V.* is dependent upon events and circumstances for punctual and correct delivery. If delivery is prevented for reasons outside the sphere of influence of the *Freunde und Förderer der Staatsoper Unter den Linden e. V.*, it is entitled to withdraw from the sales agreement. The *Freunde und Förderer der Staatsoper Unter den Linden e. V.* is obliged to inform the customer immediately. Any prepayment is reimbursed immediately. In such a case, the customer has no entitlement to claim for damages. Partial delivery is admissible unless the customer clearly has no further interest or it would not be reasonably acceptable. In such a case, costs for transport and package are charged only once.

7. Due Date, Payment

- (1) The sales price is due on receipt of invoice
- (2) The delivery is carried out following receipt of payment. The *Freunde und Förderer der Staatsoper Unter den Linden e. V.* reserves the right to initiate delivery only on full receipt of payment or cash on delivery for large orders and orders from outside Germany.
- (3) The customer may offset claims against the invoice only if the claim has been judicially sanctioned or authorized by the *Freunde und Förderer der Staatsoper Unter den Linden e. V.*. A customer's right of retention may be exercised only if his/her claim arises from the same contract.

8. Reservation of Proprietary Rights, Default of Acceptance

- (1) Goods remain the property of the *Freunde und Förderer der Staatsoper Unter den Linden e. V.* until full payment of the sales price has been received.
- (2) Should the customer not accept delivery of the goods, the *Freunde und Förderer der Staatsoper Unter den Linden e. V.* is entitled, after setting a deadline and after elapse of this deadline, to withdraw from the sales agreement or to claim damages for breach of contract. In the latter case, the *Freunde und Förderer der Staatsoper Unter den Linden e. V.* may claim 15% of the sales price as damages unless it can be proved that actual damages are substantially less. Any further claims remain unaffected.

9. Warranty and Liability

- (1) Should the customer ascertain deficiency in the goods delivered, he/she is entitled, according to §439 BGB, to correction or replacement by the *Freunde und Förderer der Staatsoper Unter den Linden e. V.*. If this is not carried out within a reasonable period, the customer is entitled to assert further statutory rights on the following conditions:
- (2) The warranty period is two years following date of sale, for second-hand goods, one year
- (3) The *Freunde und Förderer der Staatsoper Unter den Linden e. V.* is liable for typically predictable damages resulting from minor negligence, which in general, amounts to no more than the selling price. This also applies to auxiliary personnel of the *Freunde und Förderer der Staatsoper Unter den Linden e. V.*.
- (4) This disclaimer of liability does not apply to damages in respect of bodily injury, damage to health or in the case of fraudulent intent.

10. Rights of Exchange and Return

All articles purchased from the *Freunde und Förderer der Staatsoper Unter den Linden e. V.* may be returned within two weeks after receipt of goods without giving reasons. The two weeks begins on receipt of goods and of this statement at the earliest. It is sufficient that dispatch is carried out within this period. According to §312d BGB, the right of return does not apply to unsealed audio, video and software products or to goods which have been prepared according to customer specifications (e.g. products which have been specifically ordered). Payments which have already been made, will be reimbursed by bank transfer to a German bank named by the customer, within 5 working days following receipt of goods. Goods must be returned to the address given below. Goods with a purchase value of up to 40 Euros are returned at the cost and risk of the customer. Costs of return for goods with a purchase value of over 40 Euros will be reimbursed by the *Freunde und Förderer der Staatsoper Unter den Linden e. V.*. Returned goods must be stamped with sufficient postage. Postage costs for returned goods (the least expensive form of shipment offered by the Deutsche Post AG) will be reimbursed to the client by bank transfer to a German bank named by the customer within 5 days of goods receipt. If, on receipt of returned goods, the *Freunde und Förderer der Staatsoper Unter den Linden e. V.* are forced to make up insufficient postage, this amount will be deducted from any reimbursement.

The *Freunde und Förderer der Staatsoper Unter den Linden e. V.* reserves the right to make claims for damages with respect to damaged goods. The customer is responsible for any deterioration, loss or other reduction in value of goods; §351 and 353 BGB do not apply. Goods must be returned in the original packaging. If this is not possible for any reason, the customer must provide packaging that will protect the goods from damage. The customer is liable for any damage to goods that could have been prevented by appropriate packaging. Obvious deficiencies (in particular visible damage, incorrect delivery, quantity deviation), transport damage or other deficiencies must be reported to the *Freunde und Förderer der Staatsoper Unter den Linden e. V.* immediately, at the latest, within 14 calendar days following goods receipt. A report via email to freunde@staatsoper-berlin.de is sufficient. The customer must reimburse any loss in value due to utilization above and beyond a careful inspection of goods. Any utilization above and beyond a careful inspection should take place only when the customer is confident that he/she no longer wishes to make use of his/her right of return.

11. Transfer of Risk

The delivery of goods is carried out at the risk of the customer. The risk is transferred to the customer on handover of goods to the transport company. This also applies if the *Freunde und Förderer der Staatsoper Unter den Linden e. V.* has paid for transport costs. Claims for transport damage (e.g. damaged packaging on goods receipt) must be made to the transport company by the applicable deadline.

12. Warranty

The *Freunde und Förderer der Staatsoper Unter den Linden e. V.* guarantees that the purchased goods are free of material and fabrication defects and have the contractually agreed attributes at the time of risk transfer. The statutory warranty period of two years following invoice date applies. The warranty does not extend to wear and tear.

Customer claims for damages e.g. due to breach of contract, culpa in contrahendo, violation of auxiliary contractual duties, resulting from deficiencies, resulting from unauthorized activities or on other legal grounds are excluded. Exceptions to this rule: the *Freunde und Förderer der Staatsoper Unter den Linden e. V.* accepts liability for shortcomings in advertised attributes and for the results of intention or gross negligence. Claims according to the product liability act (Produkthaftungsgesetz) remain unaffected.

13. Reservation of Proprietary Rights

All deliveries are made subject to reservation of proprietary rights. Goods remain the property of the *Freunde und Förderer der Staatsoper Unter den Linden e. V.* until full payment of the purchase price has been made.

14. Data Protection

- (1) Within the limitations of statutory regulation, the *Freunde und Förderer der Staatsoper Unter den Linden e. V.* is entitled to collect, to save, to process and to use personal data for its own purposes.
- (2) The *Freunde und Förderer der Staatsoper Unter den Linden e. V.* respect and protect the privacy of all customers and their personal data. The *Freunde und Förderer der Staatsoper Unter den Linden e. V.* treats all customer data as confidential and uses all information received exclusively for processing of orders and for its own advertising. No further use is made without the customer's permission. The customer may veto use of his/her data for the purposes of advertising by informing the *Freunde und Förderer der Staatsoper Unter den Linden e. V.* accordingly. On the customer's request, data may be completely and finally deleted following completion of the transaction. The customer may request confirmation of data deletion.

- (3) The *Freunde und Förderer der Staatsoper Unter den Linden e. V.* does not sell customer data or pass it to third parties with the exception of order and delivery processing. Employees and those involved in the order and delivery process are obliged to treat data as confidential. Should you have any questions concerning the data protection standards of the *Freunde und Förderer der Staatsoper Unter den Linden e. V.*, please contact them directly.

15. Applicable Law

German law applies, UN purchase law is excluded even if orders or deliveries are made from outside Germany.

16. Individual Validity of Clauses

Should a part of these terms and conditions be or become partly or completely ineffective for whatever reason, this shall not affect other parts of the terms and conditions. Regulations which are ineffective will be replaced by statutory regulations.

17. Sales Agreement Through Online Ordering

If goods are ordered by the customer over the internet shop of the *Freunde und Förderer der Staatsoper Unter den Linden e. V.*, the following additional conditions apply: A sales agreement which results from an online order deviates from §2 section 1 in that the email order constitutes a sales agreement proposal. The contract between the customer and the *Freunde und Förderer der Staatsoper Unter den Linden e. V.* is completed when the *Freunde und Förderer der Staatsoper Unter den Linden e. V.* accepts the sales agreement proposal; the customer does not require any additional acceptance statement, §151 S.1 BGB. The contract comes into effect at the latest through the issue of order confirmation, of invoice or delivery of goods.

18. Availability of the Website

Technical faults in computer programs and data processing systems in the course of operation of the internet shop cannot be entirely precluded. The *Freunde und Förderer der Staatsoper Unter den Linden e. V.* is therefore unable to guarantee unbroken availability of the website. The *Freunde und Förderer der Staatsoper Unter den Linden e. V.* does not accept responsibility for damages incurred through late or non-receipt of purchase proposals due to technical faults or due to the conduct of other website users.

19. Jurisdiction

The place of jurisdiction for all disputes resulting from deliveries is, if feasible, the seat of the *Freunde und Förderer der Staatsoper Unter den Linden e. V.*. This also applies if the contractual partner has no place of jurisdiction in Germany or if the customer has changed his/her place of residence to one outside Germany following completion of the purchase agreement or if the place of residence of the customer is unknown at the time that legal action is brought. The contractual partners agree that all legal issues resulting from this agreement are subject to the laws of the Federal Republic of Germany, excluding UN purchasing law.

20. Contact Data

Freunde und Förderer der Staatsoper Unter den Linden e. V.

Chausseestraße 5

D-10115 Berlin

Germany

Tel. +49 (0)30/24724 360

Fax +49 (0)30/24724 361

Email: freunde@staatsoper-berlin.de

Executive Director: Anna Schwanhäußer

District Court Charlottenburg

Register of Associations: 13300 Nz

Tax Authority: Finanzamt für Körperschaften I

Bredtschneiderstraße 5, 14057 Berlin

Tax No. 27 / 648 / 50709

21. Additional Conditions

Should a part of these terms and conditions be or become partly or completely ineffective for whatever reason, this shall not affect other parts of the terms and conditions. Regulations which are ineffective will be replaced by statutory regulations.

Berlin, 24.01.2013