

Terms Of Use

Effective Date: October 16, 2017.

1. Scope and provider

1.1.

These Terms of Use (“Terms”) set forth a legally binding agreement between you and the company defined in Section 1.2 below (“EIS”, “we”, “our”, or “us”), and govern your use of any online service location that posts a link to these Terms, and all features, content, and other services that we own, control and make available through such online service location (collectively, the “website”). These Terms shall apply to all orders of goods, which are placed by consumers via the website of the company. In some instances, both these Terms and separate terms elsewhere on the website will apply to your use of the website (“Additional Terms”). To the extent there is a conflict between these Terms and any applicable Additional Terms, the Additional Terms will control unless they expressly state otherwise. By using the website, you agree to these Terms, and consent to our collection, use and disclosure practices, and other activities as described in our [Privacy Statement](#). If you do not agree and consent, discontinue use of the website.

1.2.

For purposes of these Terms, the identity of the company and contact details are as follows:

EIS Inc.

110 WALL STREET

UNIT 2056

NEW YORK NY 10005.

USA

EIS Inc. is represented by its president Mr. Jérôme Bensimon.

E-mail address: info@satisfyer.com

Address for Returns:

3LINX

6390 Hedgewood Drive, Suite 200

18106 Allentown

Pennsylvania

United States

Youth protection officer according to Section 7 I JMSTV

Heinrich Haberle

E-mail: jugendschutzbeauftragter@satisfyer.com

If you have any questions or comments, please e-mail us at the e-mail address above. You acknowledge that the provision of support is at EIS's sole discretion and that we have no obligation to provide you with customer support of any kind. All legal notices to us must be mailed to the address herein. When you communicate with us electronically, you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

1.3.

Consumers within the meaning of the law and these Terms are natural persons, with whom we enter into business relationships without this primarily capable of being attributed to a commercial or self-employed professional activity.

1.4.

All deliveries and services that are provided by us within the scope of contracts, which were concluded via the online shop under the Internet domain: www.satisfyer.com, shall be exclusively carried out based on the following Terms in their version that is valid at the time when the order is placed.

1.5.

Individual contractual agreements shall have precedence over these Terms. Deviating, opposing or supplementary Terms will not become part of the contract unless their validity is explicitly approved.

1.6.

The delivery territory are the following countries: Canada & the USA.

2. Service Use

2.1. Content.

The website contains: (i) materials and other items relating to EIS and its products and services, and similar items from our licensors and other third parties, including all layout, information, databases, articles, posts, text, data, files, images, scripts, designs, graphics, instructions, illustrations, photographs, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the "look and feel" of the website, and the compilation, assembly, and arrangement of the materials of the website and any and all copyrightable material; (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of EIS; and (iii) other forms of intellectual property (all of the foregoing, collectively "Content"). All right, title, and interest in and to the website and the Content is the property of EIS or our

licensors or certain other third parties, and is protected by German and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible.

2.2. Limited License.

Subject to your strict compliance with these Terms and any applicable Additional Terms, EIS grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to download, display, view, use, and play the Content on a personal computer, browser, laptop, tablet, mobile phone, or other Internet-enabled device (each, a “Device”) and/or print one copy of the EIS as it is displayed to you, in each case for your personal, non-commercial use only. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be suspended or terminated for any reason, in EIS’s sole discretion, and without advance notice or liability. Your unauthorized use of the Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability.

2.3. Accounts.

Certain features of the website may require you to register an account. When registering an account, you agree to: (i) provide true, accurate, current, and complete information; (ii) maintain and update this information to keep it true, accurate, current, and complete; (iii) protect and prevent unauthorized access to your account; (iv) not transfer or share your account with any third party; and (v) immediately notify us of any suspected or actual unauthorized use of your account or breach of security. Please note that you are solely responsible for all activities that occur under your account, whether or not you authorized the activity, and we are not liable for any loss or damage to you or any third party arising from your failure to comply with any of the foregoing obligations.

2.4. Restrictions.

You may not use the website unless you are at least eighteen (18) years old.

You may not: (i) use the website or Content for any political or commercial purpose; (ii) engage in any activity in connection with the website or Content that is unlawful, harmful, offensive, sexually explicit, obscene, violent, threatening, harassing, abusive, falsely representative of your persona, invasive of someone else’s privacy, or otherwise objectionable to EIS; (iii) harvest any information from the website or Content; (iv) reverse engineer or modify the website or Content; (v) interfere with the proper operation of or any security measure used by the website or Content; (vi) infringe any intellectual property or other right of any third party; (vii) use the website or Content in a manner that suggests an unauthorized association or is beyond the scope of the limited license granted to you; or (viii) otherwise violate these Terms or any applicable Additional Terms.

You agree to comply with all local, state, federal, national, foreign, supranational, and international laws, statutes, ordinances, regulations, treaties, directives, and agreements that apply to your use of the website and Content.

2.5. Availability.

EIS may suspend or terminate the availability of the website and Content, in whole or in part, to any individual user or all users, for any reason, in EIS’s sole discretion, and without advance notice or liability. Upon suspension or termination of your access to the website, or upon notice from EIS, all rights granted to you under these Terms or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the website and Content.

2.6. Reservation of Rights.

All rights not expressly granted to you are reserved by EIS and its licensors and other third parties. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. Any unauthorized use of the Content or website for any purpose is prohibited.

3. Unsolicited Submissions

When you submit any unsolicited ideas, feedback, opinions, techniques, images, sounds, videos, or other content to us through or relating to the website (“Submissions”), you grant us a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, transferable and cost-free right and license to host, store, use, display, reproduce, modify, adapt, edit, combine with other materials, publish, distribute, create derivative works from, promote, exhibit, broadcast, syndicate, sublicense (including, without limitation, to third party media channels, platforms, and distributors), publicly perform, publicly display, and otherwise use and exploit in any manner whatsoever, or grant third parties the right to do any of the foregoing, all or any portion of your Submissions, for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. You further irrevocably grant us the right, but not the obligation, to use your name in connection with your Submissions. You also agree to waive any right of approval for our use of the rights granted herein and agree to waive any moral rights that you may have in any Submissions, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights in a manner that interferes with any exercise of the granted rights.

You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section. Our receipt of your Submissions is not an admission of their novelty, priority, or originality, and it does not impair our right to existing or future intellectual property rights relating to your Submissions.

You represent and warrant that you own or have the necessary rights, licenses, consents, and permissions to grant us the rights granted in this Section. You alone, though, retain whatever legally cognizable right, title, and interest that you have in your Submission and remain responsible for them.

4. Copyright Infringement

4.1. DMCA Notification

EIS responds to copyright notifications submitted under the Digital Millennium Copyright Act, 17 U.S.C. § 512 (“DMCA”). To submit a notice of claimed copyright infringement under U.S. law, provide our designated agent with the following written information:

- - A physical or electronic signature of the copyright owner or a person authorized to act on his or her behalf;
 - Identification of the copyrighted work claimed to have been infringed;
 - Identification of the infringing material and information reasonably sufficient to permit us to locate that material;
 - Your contact information, including your address, telephone number, and an e-mail address;
 - A statement that you have a good faith belief that the use of the material in the manner asserted is not authorized by the copyright owner, its agent, or the law; and
 - A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated agent is:

DMCA Agent

DMCA@satisfyer.com

EIS Inc.

110 WALL STREET, UNIT 2056, NEW YORK NY 10005.

USA

Phone: +49 521 304687927

You can obtain further information from the Copyright Office's online directory at www.dmca.copyright.gov/osp.

We will respond to notifications of claimed copyright infringement in accordance with the DMCA.

4.2. Counter Notification

If you believe that your material has been removed in error in response to a copyright notification, you may submit a counter notification to our designated agent with the following written information:

- - A physical or electronic signature;
 - Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
 - A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
 - Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the U.S., for any judicial district in which EIS may be found, and that you will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

We will respond to counter notifications in accordance with the DMCA.

5. Purchase and orders

5.1.

When a customer purchases a product through our website, the customer enters into a binding contractual agreement with us for the purchase of those products. We only sell normal household quantities to customers for their own private use.

5.2.

Product orders are automatically processed through the shop system available on our website. Customers will generally receive an immediate confirmation of purchase. An automated confirmation of receipt does not by itself represent an acceptance, but rather a mere notification that we have received the order and it is being processed.

We will, therefore, confirm the order separately. We, however reserve the right for the purpose of simplification and acceleration, to connect the acceptance with the confirmation of receipt so that the customer will, if applicable, receive both together.

5.3.

Should the order confirmation sent by us feature typing or printing errors or should our price stipulation be based upon transmission errors for technical reasons, then we are entitled to contestation, whereby we must prove our error towards the customer. Already made payments will be reimbursed immediately in this case.

6. Delivery, reservation of the self-delivery and right of retention

6.1.

The delivery of any orders will be carried out by one of our shipping service providers. We would like to point out that we only deliver within the delivery territory defined in Section 1.6 and, for organisational reasons, a refund of the value of any added tax by us is not possible.

6.2.

Should not all ordered products be in stock, we shall be entitled to make partial deliveries at the costs of the customer insofar as this is deemed reasonable for the customer.

6.3.

We explicitly reserve the right to cancel the contract if we should not be in the position to deliver the ordered product without this being our own fault as the supplier does not satisfy its contractual obligations for the product ordered by the customer. In such a case we will inform the customer immediately about the inability to deliver the goods and will immediately reimburse any payments which have already been paid to the customer.

6.4.

If there is a delay in the delivery as a result of natural disaster, force majeure, war, or strike of the suppliers of EIS, we reserve the right to subsequently carry out the delivery immediately after the reason ceases to apply.

6.5.

A right of retention can only be exercised by the customer if the existing counter-claim is based upon the same contractual relationship. If this is not the case, a right of retention on your part shall be deemed as excluded.

7. Reservation of title

Any delivered goods shall remain our property until we receive full payment from the customer. A pledge, assignment as collateral, processing or re-design is not permitted before the transfer of ownership without our explicit consent.

8. Shipment and payment

8.1.

The statutory value added tax and other price components is included in all presented prices. All previous prices and other details concerning goods will become invalid when the website prices are updated. The price that is valid at the time when an order is placed shall be the decisive price.

8.2.

We do not charge any shipping costs with the purchase and the subsequent standard shipment of our goods.

8.3.

The payment of the goods ordered from our company will be carried out by through third party payment processors, such as PayPal. We would like to point out that your credit card will be charged after receipt of the order.

8.4.

If you select the PayPal as the payment method you must enter your e-mail address and your password in the presented input mask of PayPal at the end of the order flow. Any information you submit to PayPal is governed by PayPal's privacy policy available at <https://www.paypal.com/webapps/mpp/ua/privacy-full>. We are not responsible for and make no representations regarding PayPal's or any other third party policies and practices, and encourage you to familiarize yourself with and consult their privacy policies and terms of use.

8.5.

In the event of a return debit due to insufficient coverage of the stated bank account, owing to an objection to our debit, or an inaccurate entry of the bank details, the customer is responsible for bearing any additional fees or costs incurred as a result of the problematic payment transaction. If the customer proves that the fees were lower in an individual case, the customer will only be obliged to pay the lower amount.

8.6.

In case of a customer's unjustified refusal to accept the goods delivered by us, we will charge the customer the incurred costs for the delivery, which will be at least EUR 10 gross. Our right to fulfilment of the purchase contract shall remain unaffected hereby. If the customer proves that the fees were lower in an individual case, the customer will only be obliged to pay the lower amount.

9. Information Obligations with Distance Selling Contracts

9.1. Information about the essential properties of the goods

You can derive information about the essential properties of the goods offered by us from the product presentations on the product overview pages as well as the information and presentations on the detailed product pages. If you have placed goods in the virtual shopping basket you will receive an overview of the goods and the properties until your order is placed.

9.2. Information regarding the total price and price calculation as well as shipping costs

You can find out the information regarding the total price and the price calculation during the order process after placing the goods in the shopping basket. For this purpose click on the symbol with the designation "shopping basket".

9.3. Information regarding costs for the use of the remote communication means used for the conclusion of the contract

We do not charge you any costs to view our website. Your Internet service provider may charge you for the cost of your Internet access.

9.4. Information regarding the payment, delivery and service conditions, date for provision of the service and complaints procedure

9.4.1. Terms of payment

The terms of payment are generally set forth in Section 8 above.

9.4.2. Terms of delivery and service

The terms of delivery and service are generally set forth in Sections 6 and 7 above.

9.4.3. Date for provision of the service

The following date for provision of the service applies for our online shop: The article is available for delivery and will be picked immediately. The delivery will be carried out no later than within 30 workdays (Monday to Friday, except for public holidays) after conclusion of the contract and payment by PayPal or credit card (VISA, MasterCard, American Express).

9.4.4. 365 days money-back promise

All customers moreover enjoy an additional 365 days money-back promise on all articles after expiry of the statutory right of revocation of two weeks (see Section 11 below).

The following conditions will apply in this respect:

EIS constantly makes an effort to exceed the demands of its customers. Therefore, all customers enjoy a 365-day money back promise on all purchases in addition to the 14 days right of revocation as stipulated by law.

You can thus revoke your contractual declaration within 14 days of purchase and after this for 365 days without stating any reasons by sending us a letter or e-mail, and returning the object. Our additional 365-

day deadline will begin after expiry of the 14-day statutory deadline for revocation. The timely sending of your revocation or the object itself is sufficient to adhere to the 365-day deadline within the scope of our money-back promise.

Please note that you must bear the postage costs for the return shipment to us yourself when claiming our "money-back promise". We cannot accept and must unfortunately exclude any products that you have already used or opened completely from our 365-day money-back promise.

Please therefore send the goods within the scope of our money-back promise at your own costs including a copy of the invoice, your bank details (so that we can quickly and immediately arrange for the credit of the purchase price) and the reference to credit note to the return address set forth in Section 1.2 above.

If you have any further questions please contact info@satisfyer.com.

9.5. Information regarding the existence of a statutory right to liability for defects for the goods

The statutory warranty provisions apply.

9.6. Information regarding the existence and the conditions of warranties

Besides the warranty stipulated by law, we offer you a total of 10 years warranty. Details about the warranty are further set forth in Section 14 below.

9.7. Information regarding the existence, the conditions, the deadlines and the procedure for exercising the right of revocation with distance selling contracts

The buyer is entitled to a right of revocation if he or she is a consumer as defined in Section 1.3 above. Consumers within the meaning of the law and the General Business Terms used for the contract are natural persons, with whom we enter into business relationships without this primarily capable of being attributed to a commercial or self-employed professional activity.

9.8. Information regarding restrictions to delivery and means of payment

9.8.1. The following restrictions to delivery shall apply to the offer of goods:

The delivery territory is set out in Section 1.6 above.

The delivery is only carried out in normal household quantities. Products which are marked as "action product", are in the majority of the cases limited to 1 pc. per order. Reference will be made to this circumstance within the scope of the article description.

9.8.2. The following payment means are generally available

- -
 - PayPal
 - VISA

- MasterCard
- American Express

10. Information Obligations with Contracts in the Electronic Business Transactions

10.1. Information regarding the conclusion of a contract

The contract between the seller and the buyer shall be concluded according to Section 5 above.

10.2. Information regarding the reservation of non-delivery with the non-availability of goods

According to Section 6 above, the seller reserves the right not to provide the promised service and thus the delivery of the goods in the event of their non-availability.

10.3. Information regarding the technical steps, which lead to a conclusion of contract with an order via the online shop

The conclusion is carried out by offer and acceptance.

10.3.1. Offer of the customer

If the customer has found a product in the seller's offer of goods that corresponds with the customer's wishes, the customer can place the product in the shopping basket. If the customer would like to view the shopping basket then the customer can do this at all times by clicking the button "shopping basket". The customer can remove products, which the customer does not want or no longer want to order from the shopping basket at all times by pressing the waste basket button or increasing or reducing the requested number of goods to be ordered in the shopping basket by entering a new number via the keyboard.

After all requested goods have been placed in the shopping basket the customer must enter the customer's data that is necessary for the goods order or login into an already existing customer account. The seller has correspondingly marked the input fields, in which the customer has to enter the customer's mandatory details for a proper processing of the order.

After the customer has provided all details all information relating to the order that is to be carried out, the customer will be presented on the final order page. Depending on the selected payment method, supplementary information may be requested. If all details are complete and correct, the customer will finish the order by clicking on the "purchase" button.

10.3.2. Acceptance by the seller

The acceptance of the customer's offer will be carried by the seller according to Section 5 above.

10.4. Information regarding storage of the contractual text and access possibility of the customer with sales via the online shop

The contractual text will be stored in the seller's website shop system. These Terms can always be viewed by the customer on through the website. The data of the individual order as well as a link to these Terms will be

sent to the customer automatically by e-mail after a purchase. After the customer has completed the order the data will no longer be accessible via the Internet.

10.5. Information regarding technical means for recognising and correcting input errors with sales via the online shop

The customer can correct the customer's order details at any time prior to purchase. This applies both to the number of ordered goods as well as to the selected goods themselves. For this purpose the customer can change the customer's details by using the mouse or the keyboard and removing goods from the shopping basket as well as increase or reduce the number of the individual goods to be ordered. Moreover, all details regarding the order will be presented once against before the order is completed and the customer is given the possibility to make a correction.

10.6. Information regarding the languages available for the conclusion of the contract

The following languages are available for the conclusion of contracts: English, German

11. Right of revocation for consumers

11.1. Consumers have a right of revocation of 14 days.

Consumers within the meaning of Section 13 of the German Civil Code (BGB) and these Terms are natural persons, with whom we maintain business relationships without this without this primarily capable of being attributed to a commercial or self-employed professional activity.[\[WP2\]](#)

Revocation instructions

Right of revocation

You are entitled to revoke this contract within 14 days without stating any reasons. The deadline for revocation is 14 days from the day, on which you or a third party named by you, which is not the carrier, took possession of the last partial shipment or the last piece.

In order to exercise your right of revocation you must inform us by following the instructions set forth in Section 9.4.4 above, addressed to the company at:

EIS Inc.

Complaints department

110 WALL STREET

UNIT 2056

NEW YORK NY 10005.

USA

E-mail: info@satisfyer.com

Phone: +49 800-4450000

Fax: +49 800-4460000

The revocation must be made by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) concerning your decision to revoke this contract. You can use the sample revocation form enclosed with your delivery for this purpose, this is however not stipulated. In order to adhere to the deadline for revocation, it is sufficient if you send the notification about the exercising of the right of revocation before expiry of the deadline for revocation.

Consequences of the revocation

If you revoke this contract we have to repay you all payments, which we have received from you, including the delivery costs (with the exception of the additional costs, which arise from the fact that you chose another type of delivery than the most reasonably priced standard delivery offered by us) immediately and no later than within 14 days from the day, on which we received the notification about your revocation of this contract. We will use the same means of payment for this repayment that you used with the original transaction, unless explicitly otherwise agreed with you. In no way will you be charged fees for this repayment. We can refuse the repayment until the goods have been returned to us or until you have provided the proof that you have returned the goods – depending on which is the earlier time.

You have to return or hand over the goods to us immediately and, in any case, no later than within 14 days from the day, on which you inform us of the revocation of this contract. The deadline is deemed as adhered to if you send the goods before expiry of the deadline of 14 days.

You will bear the direct costs for returning the goods. You only have to pay for a possible loss in value of the goods if this loss in value is a result of a handling of the goods that is not necessary in order to examine the condition, properties and functionality of the goods.

End of the revocation instructions

The right of revocation shall not exist in case of contracts concerning the delivery of sealed goods, which are not suitable for being returned due to reasons of health protection or hygiene, if their sealing was removed after delivery and in case of contracts for the delivery of sound or video recordings or computer software in a sealed packaging if the sealing was removed after the delivery.

The right of revocation shall not exist in case of contracts for the delivery of sound or video recordings or computer software in a sealed packaging if the sealing was removed after the delivery.

You will find a sample revocation form here. If you have not installed a PDF reader on your computer you can download the free programme under the following link: <http://get.adobe.com/reader/>.

11.2.

Please avoid damages and contamination to the goods. Please return the goods to us as far as possible in the original packaging with all accessories and with all packaging parts. If applicable use protective surrounding packaging. If you no longer possess the original packaging please ensure sufficient protection against damages in transit by using suitable packaging in order to avoid claims for damages owing to damages resulting from deficient packaging.

11.3.

Please ensure sufficient postage is paid for the package in order to avoid a surcharge for receipt of the parcel. We will then refund you the postage costs immediately if these are not to be borne by you.

11.4.

Please note that the compliance with the acts presented in Section 11.2 and 11.3 is not the pre-requisite for the effective exercising of the right of revocation.

12. Agreement regarding the exercising of the right of revocation by consumers

Consumers within the meaning of the law and according to these Terms have the possibility to exercise their right of revocation with distance selling contracts by returning the goods. For the effective and timely exercising of the right of revocation within the deadline for revocation of 14 days according to the revocation instructions the consumer is obliged to explicitly mark the goods with the return shipment so that the return shipment can be recognised as a revocation by us. If several goods are returned to us within one return shipment of goods then the consumer must make it clear which of the returned goods is to be covered by the exercising of the right of revocation with distance selling contracts. If the goods are not marked when several goods are returned or if the returned goods are not marked or designated as a revocation then the right of revocation by a return shipment is not effective and has not been exercised within the deadline, subject to further possibilities for revocation used by the consumer.

13. Warranty

The statutory warranty provisions shall apply. The warranty period will begin when the goods are handed over.

14. Additional 10 year warranty

In addition to the warranty stipulated by law we offer you a warranty for a total of 10 years according to the following provisions. The warranty period is 10 years and will begin with the expiry of the statutory warranty period. Excluded from the 10-year warranty period are condoms, lubricants, massage oil, aphrodisiacs and CDs. If you wish to refer to a warranty case towards us you must return the goods to us.

In this case you must first of all bear the shipping costs yourself. Should the incoming inspection on our part then determine a warranty case according to these provisions and we send you a replacement, we will refund you the postage costs for the most reasonable shipping method.

Please send the goods with reference to the warranty to:

3LINX

6390 Hedgewood Drive, Suite 200

18106 Allentown

Pennsylvania

United States

You must enclose a copy of the original invoice with the complaint. We request your understanding that we have to refuse a complaint without the enclosed respective invoice.

We can only finally calculate the warranty period based on this proof. The requirement to enclose the invoice will, of course, only relate to cases of the additional warranty granted by us. A revocation is, of course, also always possible without enclosing the invoice.

The warranty comprises the warranted properties of the products as were stated in the service/article descriptions. Excluded from the warranty are in particular wear and tear, the full consumption of the goods or defects caused owing to circumstances that occurred owing to wrong use or owing to a conduct, which does not fall in our area of responsibility. If the replacement of the same model is no longer possible we are at liberty to supply you with a corresponding successor model in this case.

Therefore, in particular also damages or defects, which were caused by a use that is not in line with the regulations, an improper handling and/or handling that does not correspond with the intended use and/or result from the failure to comply with possible installation regulations will therefore not fall under the warranty of 10 years granted by us. We shall also exclude the warranty for the cases, with which the defects were caused by the fact that the respective instructions for use have not been complied with.

We, moreover, reserve the right to first of all inspect the products sent by you for the pre-requisites for a warranty as standardised herein. We further politely point out to you that the warranty period itself will not be extended in the event of a warranty. We can, of course, not grant a new warranty period of 10 years once again in these cases. The residual warranty period for the product originally purchase from us will, however, also continue to exist.

15. Conditions for the redemption of gift vouchers

The following conditions shall apply to the redemption of gift vouchers (these are vouchers, which can be acquired as gift vouchers against payment of a charge):

- Gift vouchers can be redeemed for all or selected articles at EIS. However, further vouchers cannot be acquired by using these vouchers.
- Gift vouchers cannot be paid out in cash and will not bear interest either.
- Gift vouchers and their credits can only be redeemed before the completion of the order process. A subsequent offsetting is not possible.
- The purchase of a gift voucher can be cancelled if the goods voucher has not been redeemed yet. A gift voucher shall be deemed as redeemed if it was offset against an order in full or in part.
- If the value of the order exceeds the credit of the gift voucher the difference can be compensated for by using the available payment possibilities. Promotional campaign vouchers cannot be used for the purchase of gift vouchers.
- Several gift vouchers can be used with an order. Gift vouchers cannot be combined with promotional campaign vouchers.
- No liability will be assumed in case of loss, theft or illegibility, which was not caused by us in case of gift vouchers. In case of a typing error when entering the e-mail address we shall not assume any liability here either.
- The gift voucher is transferrable.
- The use of gift vouchers for public purposes is not permitted.
- The duplication, editing or manipulation of the gift vouchers is forbidden.

16. Conditions for the redemption of promotional campaign vouchers

The following conditions shall apply to the redemption of promotional campaign vouchers (this are vouchers, which are issued within the scope of advertising campaigns and are valid for a period of time within the scope of the advertising campaigns):

- The voucher has a stipulated period of validity
- The voucher cannot be paid out in cash
- The minimum order value shown on the respective voucher will apply.
- The voucher code may not be published
- The voucher cannot be combined with other promotional campaign vouchers
- The voucher cannot be offset against shipping costs
- No liability is assumed for printing errors
- A possible credit will lapse
- The voucher cannot be used to acquire gift vouchers
- The voucher can only be redeemed once per order of goods
- The voucher cannot be used with postage-free actions
- Should the purchase value be higher than the value of the voucher then the difference must be settled through another payment method

17. Third Party Services

Our website contains content from and hyperlinks to websites, locations, platforms, and services operated and owned by third parties (“**Third Party Services**”). We may also integrate third party technologies into our website and host our content on Third Party Services. These Third Party Services are not owned, controlled, or operated by us, and you acknowledge and agree that we are not responsible or liable for the information, content, products, technologies, or services on or available from such Third Party Services, or for the results to be obtained from using them. If you choose to access, transact with, or otherwise interact with any such Third Party Services, you do so at your own risk. For more information on Third Party Services, see our [**Privacy Statement**](#).

18. U.S. Users - Agreement to Arbitrate Disputes and Choice of Law.

THIS SECTION ONLY APPLIES TO U.S. USERS. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

18.1. We Both Agree to Arbitrate.

You and EIS agree to resolve any claims relating to these Terms through final and binding arbitration, except to the extent you have in any manner violated or threatened to violate EIS’s intellectual property rights (for example, trademark, trade secret, copyright, or patent rights). Under such circumstances EIS may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the website, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described herein.

18.2. What is Arbitration.

Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

18.3. Arbitration Procedures.

The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS. Any dispute, controversy, or claim arising out of or relating to these Terms shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures in front of one arbitrator. If there is a conflict between JAMS Rules and the rules set forth in these Terms, the rules set forth in this Terms will govern. The JAMS Rules and instructions for how to initiate an arbitration are available from JAMS at <http://www.jamsadr.com> or 1-800-352-5267. To initiate arbitration, you or EIS must do the following things:

- (1) Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a demand for Arbitration at www.jamsadr.com.
- (2) Send three copies of the demand for Arbitration, plus the appropriate filing fee to: JAMS to your local JAMS office or to JAMS, Two Embarcadero Center, Suite 1500, San Francisco, CA 94111.
- (3) Send one copy of the demand for Arbitration to the other party.

Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules. If travelling to New York is a burden, you may participate in the arbitration by phone or via document submission to the fullest extent allowable by the arbitrator. Each party will bear their own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden and in that case, we will pay for your portion of the arbitration administrative costs (but not your attorneys' fees). Arbitration under this agreement shall be held in the United States in New York, NY under New York law without regard to its conflict of laws provisions. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

18.4. Authority of Arbitrator.

The arbitrator will decide the rights and liabilities, if any, of you and EIS, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and EIS.

18.5. No Class Actions.

You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

18.6. Waiver of Jury Trial.

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and EIS in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND EIS WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing

that the dispute be resolved by a judge. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS AGREEMENT TO ARBITRATE.

18.7. Choice of Law/Forum Selection.

In any circumstances where the Agreement to Arbitrate Disputes permits the parties to litigate in court, these Terms shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law rules. You further expressly consent and agree to submit to the exclusive jurisdiction and venue of a court of competent jurisdiction located in New York, NY.

19. Disclaimer of Representations and Warranties.

THE WEBSITE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. NEITHER EIS NOR ANY OF ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "EIS PARTIES") MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER AS TO THE CONTENT OR OTHER SERVICES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND FREEDOM FROM COMPUTER VIRUS. BY ACCESSING OR USING THE WEBSITE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE WEBSITE.

NOTWITHSTANDING THE FOREGOING, THESE DISCLAIMERS DO NOT EXCLUDE ANY PRODUCT LIABILITY CLAIMS, STATUTORY CONSUMER RIGHTS, DAMAGES ASSOCIATED WITH PERSONAL INJURY OR RESULTING FROM EIS INTENTIONAL MISCONDUCT, RECKLESSNESS, FRAUD, OR GROSS NEGLIGENCE.

20. Limitations of Our Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE EIS PARTIES BE LIABLE TO YOU FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOOD-WILL, ARISING OUT OF OR IN CONNECTION WITH (A) THE WEBSITE, (B) THESE TERMS OR (C) YOUR MISUSE OF THE WEBSITE OR ANY CONTENT AVAILABLE ON OR THROUGH THE WEBSITE. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. INsofar AS AN ATTRIBUTABLE BREACH OF DUTY IS DUE TO SIMPLE NEGLIGENCE AND AN ESSENTIAL CONTRACTUAL OBLIGATION (OBLIGATIONS, OF WHICH THE FULFILMENT MAKES THE PROPER EXECUTION OF THE CONTRACT POSSIBLE AT ALL, THE BREACH OF WHICH JEOPARDISES THE ACHIEVEMENT OF THE CONTRACTUAL PURPOSE AND ON THE COMPLIANCE WITH WHICH YOU AS THE CUSTOMER RELY AS A RULE) HAS BEEN CULPABLY BREACHED, THE LIABILITY FOR DAMAGES ON OUR PART IS LIMITED TO THE FORESEEABLE DAMAGES, WHICH TYPICALLY OCCUR IN COMPARABLE CASES.

NOTWITHSTANDING THE ABOVE, THESE DISCLAIMERS HEREIN DO NOT EXCLUDE ANY PRODUCT LIABILITY CLAIMS, STATUTORY CONSUMER RIGHTS, DAMAGES RESULTING FROM EIS WILFUL INTENT, RECKLESSNESS, FRAUD, OR GROSS NEGLIGENCE. FOR THE EVENT THAT SOMEONE IS

KILLED, AN INJURY TO THE HEALTH OR THE BODY WE WILL BE LIABLE ACCORDING TO THE STATUTORY PROVISIONS.

Our liability according to the provisions of the German Product Liability Act shall remain unaffected. Incidentally, the liability is excluded.

21. Indemnification

You agree to defend, indemnify and hold harmless the EIS Parties from and against any and all claims, liabilities, damages, losses, costs and expenses (including, reasonable attorneys' fees and costs) arising out of or in connection with any of the following: (i) your breach or alleged breach of these Terms; (ii) your Submissions; (iii) your misuse of the website; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental or quasi-governmental authorities; (v) your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property or privacy right; (vi) your use of a Third Party Service; or (vii) any misrepresentation made by you. EIS reserves the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with EIS's defense of any claim. You will not in any event settle any claim without the prior written consent of EIS.

This provision does not require you to indemnify us for any unconscionable commercial practice by us or for our fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the website.

22. Waiver of Injunctive or Equitable Relief

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, SUBMISSIONS, PRODUCT, WEBSITE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY EIS OR A LICENSOR OF EIS.

23. Updates to Terms.

We reserve the right, at any time in our sole discretion, to modify or replace any part of these Terms and any applicable Additional Terms, without prior notice. You agree that we may notify you of any updated Terms and any applicable Additional Terms by posting them on the website so that they are accessible via a link from the home page, and/or to send you an e-mail to the last e-mail address you provided to us. All such changes are effective immediately when we post them, or such later date as may be specified in the notice of updated Terms and any applicable Additional Terms. If you object to any such changes, your sole recourse is to cease using the website.

24. Final provisions

German law shall apply to the conclusion and the processing of all contracts. However, this will only apply with you as a consumer to the extent that the granted protection by mandatory provisions of the law of the state, in which you have your customary place of abode, is not revoked.

24.1.

The provisions of the UN Convention on Contracts for the Sale of Goods will explicitly not apply.

24.2.

Should one or several regulations of these Terms be invalid this shall not result in the invalidity of the entire contract. The invalid regulation will be replaced by the applicable statutory regulation.

24.3.

No EIS consent or approval may be deemed to have been granted by EIS without being in writing and signed by an officer of EIS.

24.4.

The provisions of these Terms and any applicable Additional Terms, which by their nature should survive termination of your use of the website, will survive.

24.5.

EIS may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of EIS.

24.6.

These Terms, and any applicable Additional Terms, reflect our complete agreement regarding the website and supersede any prior agreements, representations, warranties, assurances or discussion related to the website. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or EIS in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

24.7.

EIS reserves the right to investigate and prosecute any suspected breaches of these Terms or the website. EIS may disclose any information as necessary to satisfy any law, regulation, legal process or governmental request.

24.8.

Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at: 400 R St., Suite 1080, Sacramento, California, 95814, or by telephone at (916) 445-1254. Their website is located at: <http://www.dca.ca.gov>.

24.9.

The sections on Indemnification, Limitation of Our Liability, and Disclaimer of Representations and Warranties do not apply to New Jersey residents.

25. Information relating to online dispute resolution (ODR Regulation) and Consumer Dispute Resolution Act (VSBG)

25.1. Information obligation according to the ODR Regulation

Online dispute resolution according to Art. 14 Par. 1 ODR Regulation: The European Commission has made a platform available for the online dispute resolution (OS). More here: www.ec.europa.eu/consumers/odr
<http://www.ec.europa.eu/consumers/odr>

25.2. Information obligation according to the Consumer Dispute Resolution Act (VSBG)

EIS declares in advance that it is not willing to take part in the dispute resolution proceedings before consumer conciliation boards within the meaning of Section 36 Par. 1 German Consumer Dispute Resolution Act (VSBG). This shall have no effect on the possibility for the resolution of disputes by a consumer conciliation board over the course of or during a specific dispute with the approval of both contractual parties (Section 37 VSBG).