

General Terms and Conditions for the Sale of PHOTOtowers Products

AEROCamera PHOTOtowers - Waltraude Schramm-Moeller & Thomas Moeller GbR,
Brunhamstrasse 43, 81249 Muenchen (Germany):

Prices and Contractual Subject

Prices, offers and orders for PHOTOtowers products and services are subject to our written confirmation. Prices are subject to German value added tax, unless the customer provides a valid EU-Tax-ID number, or the customer is located in a non-EU country.

Orders for PHOTOtowers Products and Services

Orders for products and services shall be placed in writing by E-Mail, telefax, or mail. Orders and delivery times are only binding after being confirmed by PHOTOtowers.

Delay of Delivery, Transfer of Risk/Peril

PHOTOtowers is not accountable for delays of the delivery, which are caused by acts of God, and incidents, which prevent PHOTOtowers from on-time deliveries. Such incidents are, but not limited to: strikes, material shortage, lockouts, government orders, which affect PHOTOtowers, or a supplier to PHOTOtowers. In case of a delay of the delivery, customer has the right to cancel the order in accordance with the law after a 4-week prior written notice.

The shipping of the products is performed at the customer's choice and cost. The risk for the property (peril) occurs with handing over the shipment to the forwarder. In case the delivery is taken at PHOTOtowers office, the risk for the property changes with the pick up of the goods.

Terms of payment - Delayed Acceptance of the Delivery

Invoices are immediately due after their receipt. The payment is due without deductions. PHOTOtowers is authorized to demand the full payment of the goods prior to delivery.

Limited Warranty

Defects of products, which occur within the warranty period of 24 months after the day of delivery, will be either repaired or replaced at PHOTOtower's choice. Apparent defects shall be reported to PHOTOtowers within 1 week after the receipt of the goods. In case the repair of the goods fails at least 3 (three) times, customer has the right to withdraw from the contract, or may demand a price reduction.

Liability

Claim for damages are excluded in case of impossibilities, which result from neglect of duties, or tort, unless they are caused by gross negligence or intent by PHOTOtowers or its employees. All claims for warranty or damages are limited to the purchase value.

Cancellation of an Order by a Private Individual

End Users (private individuals) in terms of the German Civil Law, Par. 13, may cancel their order within 14 days without stating a reason. The cancellation note shall be made in writing (E-Mail, telefax, mail) within 14 days after the order was placed. The cancellation note shall be sent to:

AEROCamera PHOTOtowers	Brunhamstrasse 43	Fax 089-871 2434
W. Schramm-Moeller & T. Moeller	81243 Muenchen	Mail: info@photo-towers.com

Place of Fulfillment, Place of Venue, Miscellaneous

Legal ineffectiveness of single clauses does not affect the remaining clauses of the contract. Both parties have the obligation to replace the ineffective clause by an effective clause, which best matches the original intent of the agreement.

The place of fulfillment is Muenchen for both parties. The place of venue is Muenchen.