

General Terms and Conditions of Business for Internet Promotion
Foundry-Planet Limited
valid since 17.01.2005

1. Promotion campaign

(1) Promotion campaign according to the following general terms and conditions of business is the contract concerning the set-up of one or more means of advertising in information and communication services, especially internet, for publishing.

(2) For this promotion campaign only the general terms and conditions of business, which make up an essential part of the contract, as well as the price lists of Foundry-Planet Limited, Suite C4 1st Floor, New City Chambers, 36 Wood Street, Wakefield, West Yorkshire, WF 1 2HB, GB, represented by Thomas Fritsch, Foundry-Planet Ltd., Sebastianstr. 4, 87629 Füssen, are valid. Validity of general terms and conditions of business of the customer or any other advertisers is particularly out of the question as far as there is no accordance with these general terms and conditions of business. Concerning orders for promotion referring to online medias or other medias, the general terms and conditions of business for this special medium are valid.

2. Means of advertising

(1) Means of advertising in the sense of these general terms and conditions of business can consist of one or more of the following elements:

- a picture and/or text, sound sequences and /or movies (banner),
- a sensitive face which establishes, being clicked, a connection between an online address named by the customer and further data that are within the domains of the customer(link).

(2) Means of advertising, which are - due to their design - not identifiable as promotion, will be clearly indicated as such.

3. Conclusion of the contract

(1) Except when otherwise stipulated, the contract only accomplishes by confirmation of the order in written form or by e-mail.

(2) When advertising agencies place an order, the contract accomplishes with that advertising agency, except when otherwise stipulated. In case of anyone else acting in promotion shall become customer, he must be nominated by name by the advertising agency. Foundry-Planet Limited is authorized to demand a proof of mandate of the advertising agency.

(3) Promotion of goods or services of more than only one person acting in promotion or other advertiser within one act of promotion (banner promotion), require an additional agreement in written form or by e-mail.

4. Time limit of settlement

If within this conclusion of contract the right of the customer to recall detailed means of advertising is granted, so the order has to be settled within one year after conclusion of the contract.

5. Expansion of order

In case of a conclusion of contract and under reserve to existing capacities, the customer is authorized to recall further adverts, even more than mentioned in the contract, within a period stipulated

6. Supply of data

(1)The customer is bound to give means of advertising exactly matching the format or technical defaults of Foundry-Planet Limited in time before start of set-up.

(2)The duty of Foundry-Planet Limited of saving the means of advertising will end three months after their last publishing.

(3)Costs of Foundry-Planet Limited and its partners for changing the means of advertising as required by the customer or in a justifiable way have to be paid by the customer.

7. Authority of refusal

(1)Foundry-Planet Limited reserves the right to refuse or to block orders of promotion or just even single parts of an order

- if its content is contravening laws or magisterial regulations or

- if its content has been objected in an appellant process by the German Werberat or

- if its publishing is unacceptable for Foundry-Planet Limited because of its content, its source or its technical form.

(2)In particular, Foundry-Planet Limited can withdraw already published means of advertising when the customer by himself changes the content of these means of advertising belated or when data which are referred to by a link and through this the conditions mentioned in paragraph 1 are fulfilled, are changed belated.

8. Continuitive links

Continuitive links have to be regarded as hints and additional service within the offer of the available website. Foundry-Planet Limited is not responsible for content, operator and user of these websites.

9. Warranty of rights

(1)The customer warrants that he is justified to use all means of advertising. Within the limits of the promotion order, the customer releases Foundry-Planet Limited from third party claims which may arise from infringements of the law. Further Foundry-Planet.com is released from all costs that may arise from necessary legal defense. The customer is bound to act in good faith and to support Foundry-Planet Limited with information and documents in infringements of the law from third party claims.

(2)The customer transfers all rights of using all kinds of promotion in online medias, including internet, all necessary copyrighted rights of use, all rights of protection of services and all other rights, in particular the right of reproduction, of distribution, of transfer, of sending, of withdrawal from databases and retrieval, in fact in time and content appropriate to the necessary scale of the execution of the order, to Foundry-Planet Limited. In any case, afore mentioned rights are local transmitted without limits and authorize the use via all known technical methods as well as all known forms of online media.

10. Warranty of Foundry-Planet Limited

(1) Foundry-Planet Limited warrants within the limits of predictable demands a best possible representation of the means of advertising according to the usual technical standard. The customer knows that according to the situation of technic it is not possible to create a program completely free of defects. Warranty is not valid for irrelevant defects. An irrelevant defect in the representation of the means of advertising exists when caused by

- using a not suited soft- and/or hardware program for representation (browser) or

- malfunction of the communication network of other operators or

- breakdown of the computer caused by breakdown of the system

- incompleted and/or not updated offers on so called proxies (intermediate memories)

or

- breakdown of the ad-server lasting not longer than 24 hours (continual or added) within 30 days after start of the contractual stipulated set-up. In case of a breakdown of the ad-server lasting a considerable period (more than 10 % of the booked time) within the scope of an temporary and fixed booking the customer is not bound to pay for the period of the breakdown. Further claims are excluded.

(2) In case of inadequate quality of representation of the means of advertising the customer has the right to claim reduction of the price or faultless substitute promotion, but only in the scale in which the purpose of the means of advertising has been affected. By failure or unacceptability of the substitute promotion, the customer has the right to reduce the price or to cancel the order.

(3) If faults in the papers of promotion are not clearly obvious, the customer has no right on claims in case of inadequate publication. The same is valid for mistakes in repeating promotion set-ups when the customer doesn't refer to this mistake before the next publication.

11. Malfunction of performance

If the execution of the order fails due to reasons which Foundry-Planet Limited is not responsible for (contingent on software or other technical reasons), in particular because of breakdown of the computer, acts of God, strike, decrees by law, malfunction in the field of responsibility of third party (other providers), network operators or service provider or any other comparable reasons, the execution of the order will be made up for if possible. After remedy of defects and in rework in adequate and in reasonable time for the customer, the claim on reimbursement of Foundry-Planet Limited still exists.

12. Liability

(1) Claims for compensation of positive breaks of claims, defaults in conclusion of a contract and tortious acts only exist in case of intentional and gross negligence of the Foundry-Planet Limited, its representative or its assistant. This is not valid for the liability of the warranted features or the break of essential contractual obligations; in the last case liability is limited to predictable damage. In case of slight negligence claims for compensation due to impossibility of performance and delay are limited to compensation of predictable damages.

(2) In case of gross negligence by the simple assistant and according to the scale, liability towards contractors is limited to predictable damages. This is not valid for the break of essential duties in contract.

13. Publication of press material

(1) Press releases and left press material and pictures are subject to the reservations of the online editorial office.

(2) There is no claim for publication. In case of publication the author is responsible for the content.

(3) The online editorial office reserves the right to shorten press material. Pictures provided by the customer are regarded as released. In case of violating the personality on third party, the customer will be held responsible for.

14. Price lists

(1) Price lists published in the internet become valid when placing an order. Subject to alterations with regard to companies. For orders confirmed by Foundry-Planet Limited price variances are valid only in that case when these variances have been announced by Foundry-Planet Limited at least one month before publication of this mean of advertising.

In case of a price increase the customer is entitled to resign. The customer has to resign within 14 days after receipt of notification of the price increase.

(2) Allowances go by the actual price list. Advertising agencies and other persons acting in promotion are bound to stand in their offers, contracts and settlements to the price lists of Foundry-Planet Limited.

15. Delay of payment

(1) In delay of payment or respite interests and costs of collection are charged. In case of delay of payment Foundry-Planet Limited can put on hold further execution of the current order up to payment and consist on payment in advance for the rest of the promotion campaign.

(2) Objective founded doubts concerning solvancy of the customer authorize the Foundry-Planet Limited, even during the term of a contract, to make dependant the publication of further means of advertising, regardless of a period for payment already agreed, on payment in advance of the amount and on the compensation of open invoices.

16. Termination

Terminations of promotion campaigns are to be made in written form or by e-mail.

17. Duty to supply information

(1) Unless otherwise expressly agreed, it is incumbent on Foundry-Planet Limited and its technical partners to keep ready on retrieval the following information for the customer within ten workdays after handling of the order:

- the number of access of the means of advertising
- the breakdown of the ad-server as far as it exceeds one connected hour

(2) Objective founded doubts concerning solvancy of the customer authorize the Foundry-Planet Limited, even during the term of a contract, to make dependant the publication of further means of advertising, regardless of a period for payment already agreed, on payment in advance of the amount and on the compensation of open invoices.

18. Data protection

Order of promotion is settled in consideration of the valid data protection act.

19. Place of jurisdiction

Place of performance is the headquarters of the publishing firm, exclusive place of jurisdiction is Füssen or another statutory place of jurisdiction at Foundry-Planet Limited 's option. In business connections with traders, corporate bodies of the public law or in case of public statutory special fund, place of jurisdiction at lawsuits is the headquarters of Foundry-Planet Limited. As far as claims of Foundry-Planet Limited are not demanded in a summary proceedings for debt recovery, the place of jurisdiction is conform with the registered residence of non-traders. German law is valid. Is the registered residence or the usual residence of the customer, even non-traders, unknown at the time of lawsuit or, after conclusion of a contract, the customer transferred his registered residence or usual residence out of the area within which the law is operative, the place of jurisdiction is the headquarters of Foundry-Planet Limited when the contract has been concluded in written form.