

GENERAL TERMS AND CONDITIONS for www.cryptoshop.com for businesses (Resellers)

[Version January 1, 2009]

1. Applicable General Terms and Conditions

Our General Terms and Conditions apply for contracts made on www.cryptoshop.com. The contract partner's General Terms and Conditions are not applicable.

2. Contract Conclusion

Upon input of your personal information (name, e-mail address, billing and delivery address, credit card or account information) on the page "Type in your personal information via secure SSL connection" and by clicking "OK-Confirm Order", you make a binding order of the goods contained in the Cart. Before you do this, you have the opportunity to check all entries for correctness and completeness. Confirmation of receipt of the order takes place immediately after you send your order by e-mail to the e-mail address you entered. The purchase contract is deemed finalized with our delivery confirmation of actual delivery of the goods.

3. Delivery Limitations

We will ship if the item is in stock. At this time, shipment can be made within the European Union and to Switzerland and Liechtenstein. We can only ship to other countries after a special agreement in writing.

4. Shipping Costs

Shipment costs are handled by us separately and are not reflected in the listed, individual prices. On the pages "Select Shipment Method" and "Summary" you will see the various shipment costs. These costs vary according to the selected shipment method. Please refer to the relevant listing of our shipment costs in the list at <http://www.cryptoshop.com/en/common/menue/handling/shipment.php>.

5. Retention of title to goods

Until full payment the goods remain our property.

6. Payment, Time of Payment, Payment Delay

The payment for goods may be made with online payment methods (e.g. credit card), cash on delivery (only within Austria), cash (for pick-ups), on account (only with regular business relationship), or in another manner upon separate agreement.

Any automated debit (at this time only with credit card payments) occurs after shipment of the goods. If your payment is late, we reserve the right to charge the costs of a formal caution to you. In the case of returns, the invoice amount can be reduced.

7. Inspection

As a business, you have the duty to inspect the goods immediately upon receipt. If the goods are not satisfactory, this must be reported without delay to:

Cryptoshop.com
c/o CRYPTAS it-Security GmbH
Franzosengraben 8/4.OG
1030 Wien, AUSTRIA
Telefon / Fax: +43 (1) 798 96 96-0 / Fax -99
E-Mail: rma@cryptoshop.com

8. Warranty

The warranty is made in accordance with statutory provisions. Please refer to the relevant product documentation for information on possible manufacturer warranties. The specifications, recommended restrictions on use, and instructions on use given by the manufacturer apply.

We disclaim any wider warranty liability, including liability for damages, unless it is based on an intentional act or gross negligence. Accordingly, we disclaim particularly liability for consequential damages, other indirect damage and losses, and lost profits due to defective or late performance or a failure to perform. This provision does not restrict liability for personal injury or pursuant to the Products Liability Act.

9. Copyright and Software Licenses

The purchaser understands that the hardware, software, books, and visual and sound products sold by us enjoy copyright protection. Further sale of the goods is permitted. We accept no liability for the infringement of industrial property rights or copyrights of third parties. The customer shall notify us without delay of all claims of this nature raised against him.

10. Inspection of the Contract/Contract Language

At any time, you may view our General Terms and Conditions at this Website (www.cryptoshop.com). Your specific ordering information is not retrievable on the Internet for reasons of security. You should, therefore, print out any order placed by you as the system allows for. The language of the agreement is German.

11. Place of Performance, Venue, and Choice of Law

The place of performance and venue shall be Vienna. However, we reserve the right to sue the customer in any venue allowed by statute. The law of the Republic of Austria shall govern. The Vienna United Nations Convention (UNCITRAL) on Contracts for the International Sale of Goods shall not apply.

12. Other

If one or more of the provisions of these General Terms and Conditions is invalid or if not all matters have been provided for, the contract parties shall agree to a valid term that as closely as possible approximates the void or incomplete term. The validity of the remaining terms shall not be thereby affected.

----- End of General Terms and Conditions -----