



GENERAL TERMS AND CONDITIONS OF BUSINESS „GRAND DÉPART SOUVENIRS“ OF DÜSSELDORF TOURISMUS GMBH

Dear Customer,

We request that you read the following General Terms and Conditions of Business for the "Grand Départ Souvenirs" of the firm Düsseldorf Tourismus GmbH carefully. If they are effectively included, these conditions become part of the contract which you – hereafter referred to as "the Customer" – conclude with Düsseldorf Tourism GmbH – hereafter referred to as "DT".

1. Field of Application / Provider

1.1. These General Terms and Conditions apply to all orders for the Grand Départ souvenirs which the Customer places with the

Düsseldorf Tourismus GmbH
Benrather Straße 9, 40213 Düsseldorf
AG Düsseldorf HRB 40263
Managing Directors: Frank Schrader, Hans-Jürgen Rang
Telephon: (+49) 211 17 202 - 0
E-mail: info@duesseldorf-tourismus.de

tätigen.

1.2. The deliveries, services and offers as included in the souvenir package are exclusively based on these General Terms and Conditions of Business.

2. Conclusion of the Contract

2.1. The offer of souvenir packages in the online shop does not represent a binding application for the conclusion of a purchase contract. Instead, this is a non-binding invitation to order Grand Départ souvenirs in the online shop.

2.2. By clicking on the button „Book with binding effect“ the Customer is submitting a binding purchase offer.

2.3. After receipt of the purchase offer, the Customer receives an automatically generated e-mail confirming that the order has been received by DT. This confirmation of receipt does not yet constitute acceptance of the purchase offer.

2.4. A purchase contract for the goods is only concluded upon receipt of an order confirmation or if the goods ordered are sent to the Customer without a prior express declaration of acceptance.

3. Prices / Payment Terms

3.1. Payment(s) is/are only possible by credit card, PayPal and by bank transfer.

3.2. Upon receipt of the confirmation or immediately after receipt of the confirmation, DT shall issue an invoice which is due for immediate payment in each case.

3.3. If payment is made by credit card, the credit card account will actually be debited at the time when the goods are sent to the Customer.

4. Deliveries / Retention of Title

4.1. Deliveries of ordered goods are made to the address stated by the Customer, unless alternative arrangements are expressly agreed.

4.2. Until full payment of the purchase price, the delivered goods remain the property of DT.

5. Information on the Right of Withdrawal

If the Customer is a consumer within the meaning of Section 13 of the German Civil Code (BGB) and carries out the purchase for purposes which cannot be predominantly attributed to his or her commercial or independent professional activities, he or she is entitled to a right of withdrawal in accordance with the following provisions:

Right of Withdrawal

The Customer has the right to withdraw from this contract within 14 days without stating any reasons.

The withdrawal period is 14 days from the date on which the Customer or a third party designated by him/her who is not the carrier has taken possession of the goods.

In order to exercise the right of withdrawal, the Customer must inform us

Düsseldorf Tourismus GmbH
Benrather Straße 9, 40213 Düsseldorf
E-mail: info@duesseldorf-tourismus.de
Fax: (+49) 211 17 202 - 3230

by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of his or her decision to withdraw from this contract. The Customer can use the enclosed sample withdrawal form for this purpose, but this is not mandatory.

In order to meet the withdrawal deadline, it is sufficient for the Customer to send the notification that he or she is exercising the right of withdrawal before the end of the withdrawal deadline period.

Consequences of Withdrawal

If the Customer cancels the contract, all payments received by DT from the Customer, including the delivery costs (with the exception of the additional costs resulting from the fact that the customer selected an alternative form of delivery to the least expensive standard delivery offered by DT), shall be refunded immediately, i.e. not later than within 14 days of the date on which the notification of withdrawal from this contract by the Customer was received by DT. For this refund, DT shall use the same means of payment which the Customer used for the original transaction, unless alternative arrangements are expressly agreed with the Customer; under no circumstances.

DT can refuse to pay the refund until DT has received the goods back from the Customer or until the Customer has submitted proof that he or she has sent the goods back, depending on which is the earlier point in time.

The customer must return or transfer the goods to DT immediately, i.e. not later than within 14 days from the date on which he or she informs DT of the withdrawal from this contract. The deadline is deemed to have been respected if the goods are sent before the period of 14 days has expired.

The customer shall bear the direct costs for returning the goods.

The customer must only pay for any loss in value of the goods if this loss in value is attributable to he or she having handled the goods to inspect their condition, properties and manner of functioning in a manner which is not necessary.

Withdrawal Form

If the Customer wishes to withdraw from the contract, he or she is asked to complete and return the form on the following page.

End of the Information on the Right of Withdrawal

5.1. The right of withdrawal does not apply to deliveries of audio or video recordings or computer software in a sealed package if the seal was removed after delivery.

5.2. The customer is requested to avoid damage and contamination. The goods should be returned if possible in the original packaging with all accessories and with all packaging components to DT.

6. Limitations of Liability, Exclusion of Withdrawal in the Case of Certain Breaches of Duty

6.1. DT is liable in all cases without restriction in accordance with the German Product Liability Act for damage caused wilfully or as a result of gross negligence, in cases of the fraudulent concealment of defects and for damage resulting from injury to life, limb or health.

6.2. In cases of the infringement of essential contractual obligations (so-called cardinal obligations) which are only based on simple negligence, DT's liability shall be restricted to the replacement of the foreseeable loss or damage which is typical of such contracts.

6.3. Except for the cases referred to under 4.1. and 4.2., DT shall not be liable for damage caused by simple negligence.

6.4. To the extent that the liability of DT is excluded or restricted pursuant to the preceding paragraphs, this shall also apply to the liability of its performing and vicarious agents.

7. Miscellaneous

7.1. The law of the Federal Republic of Germany applies exclusively to this contract. Irrespective of the above provision on the choice of law, consumers who are habitually resident outside the Federal Republic of Germany can always invoke the law of the country in which they are resident.

7.2. The sole place of performance for deliveries, services and payments is Düsseldorf, provided that the Customer is an entrepreneur within the meaning of Section 14 of the BGB (German Civil Code).

7.3. From February 15, 2016, the European Commission will be providing a platform for the online settlement of disputes. Our email address is: info@duesseldorf-tourismus.de.

7.4. DT is not willing or obliged to participate in dispute settlement proceedings before a consumer arbitration board.

Date: 06.03.2017

If the Customer wishes to withdraw from the contract,
he or she is asked to complete and return the following form.

To
Düsseldorf Tourismus GmbH
Benrather Straße 9
40213 Düsseldorf
E-mail: info@duesseldorf-tourismus.de
Fax: (+49) 211 17 202 - 3230

I/we hereby withdraw from the contract concluded by me/us for the purchase of the following goods:

Ordered on

Received on

Surname of the consumer(s):

Surname of the consumer(s):

Signature of the consumer(s)
(only in the case of notification on paper)

Date