

## **Conditions of use of Runesoft GmbH (ehemals e.p.i.c. interactive entertainment gmbh), Zur Linde 7, 01723 Kesselsdorf, Germany**

Runesoft GmbH executes your orders based on general terms of business. At the time of your order these terms apply.

You can print out or download this text onto your computer. We do not accept any terms which deviate from these terms of business, unless we confirm this in writing.

### **1) Agreements**

a) Our descriptions regarding products and prices are subject to change without notice in relation to your order. We process your order by means of notification of delivery of the product(s).

b) Please check the confirmation carefully for deviations in price, product or other anomalies concerning possible spelling, calculation and delivery times errors. You are obliged to inform us of such errors. If you or we for any reason expect the cancellation of the purchasing agreement then please refrain from opening the product. If you don't do this then the loss of commercial value will be at your expense. Please return the product(s) to the address on the invoice. The costs for returning goods will be carried by us if you report anomalies timely and refuse accepting delivery.

### **2) Delivery**

a) The shipping costs will be presented to you for confirmation, before we ship the actual order. For deliveries outside of Germany you are responsible for paying any import taxes and other fees which might apply.

b) The place from where your order is executed is our fulfillment center/central warehouse. We usually deliver within 3-5 days, but in individual cases it can take longer depending on the situation.

c) We reserve the right of partial deliveries prior to fulfilling the entire order. If you are not interested in partial deliveries then please do not open the product(s) before the rest of the order has been delivered. If you have opened the product(s) anyway then you are obliged to pay for the loss of commercial value in case of a cancellation of the order. With partial deliveries we pay for the extra delivery costs which have been incurred.

### **3) Payment Details**

a) All delivered products remain our property until we receive the full amount of payment due to us.

b) We can only accept the payment methods offered in relation to your order. In case of cancellation or non-payment you hereby authorise your bank unconditionally to provide us with your full name current address.

c) If you despite reminders and an ultimatum to pay don't react with payment of our invoice then we have the right to add 5% interest to the invoice value. This is in correspondence with the basic interest rate from the European Central Bank, and only applies if smaller damages can be made evident.

### **4) Liability and indemnification**

a) We allow you to exchange the product(s) you have ordered within 14 days, as long as you have not opened the product(s).

b) We are liable in case your rights, coming from the agreement to buy, are violated. This includes properties of the product. Apart from this we are only liable for matters concerning standard Product Laws or if we neglected our obligation towards you.

c) In the case of neglect of our obligation we only pay for damages which are to be found common as a result of this, and which can normally not exceed the value of the product you purchased from us.

## **5) Various**

a) All transactions are carried out under German law which falls under UN-Commerce laws. This is still the case if a product is delivered outside of Germany. If you are a foreign resident then the regional court of Dresden is the place where all disputes in relation to your order are brought to. We have the right to take legal action at your local, regional or national court.

b) You only qualify for indemnification or lowering of the payment if your claims have been proven to be true in a court of law, or if we confirm this in writing ourselves. For postponement of your performance this is only allowed if it applies to the disputed invoice.

c) In the case of a substantial part of our agreement not being executable due to these terms then all other parts of the agreement are still valid.

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