

## **General Conditions of Service**

These General Terms and Conditions are valid from 1st April, 2016 until revocation. These General Terms and Conditions govern the contractual relationship between the company Trademark Selection Inc (hereinafter “the Editor”) whose head office is located in Sarasota (USA), 677 N.Washington Blvd, FL 34236 and any subscriber (hereinafter “the Customer”) on the appearance in the catalogue TM SELECTION 2016. The following conditions shall apply to the service provided by the Publisher.

### **1. Publication**

The English version of these general conditions is available online without restriction, on the website [www.tm-selection.com](http://www.tm-selection.com); or in English and German upon request by e-mail, mail or fax.

### **2. Definition of the service**

The Publisher provides continuous information about its services on its website, which does not constitute an offer. By sending via mail a letter of offer to the Customer, Publisher presents its offer which concerns the publication of an entry in the catalogue TM SELECTION 2016 to be published in the current calendar year. Publisher shall publish the entry approved by the Customer. The published catalogue is a purely promotional publication to be distributed in Europe and overseas. The Publisher shall send to Customer a copy of the catalogue as a proof of execution of contract.

### **3. General conditions of contract**

#### *3.1. Conclusion of contract*

The conclusion of the contract is based on acceptance of the letter of offer sent to the Customer by the Publisher and constituting an offer of service. The bank transfer or the payment by check of the service fee and/or any confirmation of the reference number indicated on the order sheet are considered as a conclusion of contract.

#### *3.2. Completion of contract*

Once the contract is concluded following the offer of the Publisher and the order of the Customer, the Publisher shall publish in the catalogue the entry approved by the Customer. The Publisher shall send to the Customer a copy of the published catalogue as a proof of execution of contract.

#### *3.3. Contract completion process*

Since the publication is preceded by a stage of graphic design and printing preparation, the date of closure of the catalogue is set for 17th October 2016. The date of publication/completion is set for 1st December 2016. Publication distribution is carried out continuously for a minimum of 4 weeks from the date of publication, i.e. until 31st December 2016.

### **4. Rights and obligations of the Customer**

#### *4.1. Termination of contract, refund of fees*

The Customer has the right to terminate the contract in writing and without giving any reason, and get a refund of the service fee paid in advance. The Customer may terminate the contract before the date of closure of the catalogue, i.e. until 17th October 2016. In the event of termination, the Publisher agrees to reimburse the Customer the full amount of the service fee pre-paid (via bank transfer) or check. In case of termination of the contract by the Customer, additional bank charges are to be shouldered by the Customer.

#### *4.2. Managing customer requirements*

If the Customer would like to add additional data to the catalogue entry besides the information specified in the letter of offer, the Publisher must be notified of the details in written form. Following a separate consultation and mutual agreement, the Publisher shall meet the different needs at the best of its abilities.

#### *4.3. Data verification*

As the order sheet sent by mail to our potential customers contains all the necessary information for creating the future entry, a test copy will only be sent for review upon request of the Customer. The Customer must notify the Publisher in written (by e-mail, mail or fax) and before the date of closure about any incorrect or invalid data contained on the order sheet. The Publisher cannot be held responsible for any errors in the catalogue entry resulting from the non-compliance with this requirement.

#### *4.4. Managing complaints against content and quality*

Any customer claim may be made within 2 months from the date of publishing of the catalogue, i.e. until 31st January 2017. The Publisher is not obliged to consider or accept claims lodged beyond this period. The Publisher is liable for any errors in content or quality of the published version due to his own fault. The Publisher shall reimburse the Customer the full amount of the service fee paid in advance, but is not required to pay compensation.

### **5. Rights and obligations of the Publisher**

The Publisher agrees to proceed as defined in these terms when providing service. The Publisher must fully respect the content of these general conditions, and is responsible for the breach of his obligations.

#### *5.1. Provision of service*

The Publisher is obligated to perform the service ordered by the Customer. The Publisher undertakes to publish the catalogue in accordance with technical parameters provided on its website, and aims to ensure the perfect quality of the content, form and printing of the publication. The Publisher agrees to send a copy of the published catalogue to professional associations of the countries listed in the catalogue. In case of failure to execute the contract for reasons attributable to the Publisher or for reasons beyond his control, the Publisher shall refund the Customer the full amount of the service fee paid in advance, but is not required to pay compensation.

#### *5.2. Responsibility of the Publisher*

The Publisher is liable for any errors in content, quality or printing of the published version due to his own fault. The Publisher shall refund the Customer the full amount of the service fee paid in advance, but is not required to pay compensation.

#### *5.3. Termination of contract*

The Publisher has the right to terminate the contract in written form. In this case, the Publisher must reimburse the Customer the full amount of the service fee pre-paid (via bank transfer). In case of termination of the contract by the Publisher, additional bank charges are to be shouldered by the Publisher.

#### *5.4. Providing free copies*

The Publisher agrees to send to Customer 2 free copies of the current edition of the catalogue, within the limits of the available stock.

### **6. Prices and payment terms**

Applicable service fees are set out in the Publisher's letter of offer. Once the amount of the service fee advance is transferred, the Publisher is required to perform the service accepted by the Customer. When the advance payment of service fee is credited, the Publisher shall issue an advance invoice. The final invoice shall be issued within 30 days from the date of execution.

### **7. Privacy Protection**

Publisher shall use all reasonable means to protect Customer's privacy, including all information that Customer provides when using Publisher's website, which information will only be used in accordance with this privacy statement; and further agrees not to release such information to any third person, as well as not to sell, share, release or disclose the contents of its database which contains information about the Customer. Publisher reserves the right to collect the following information: (I) name, job title and e-mail address of Customer's contact

person, (II) demographic information such as postcode, preferences and interests, and (III) other information relevant to customer surveys and/or offers. Publisher shall use Customer's information for the following purposes: (I) Internal record keeping, (II) improving its products and services, (III) periodically sending promotional e-mails about new products, special offers or other information which Publisher believes may be of interest to Customer, and (IV) contacting Customer for market research purposes. Publisher may contact Customer by e-mail, phone, fax or mail. Publisher shall make all reasonable effort to ensure that Customer's information is secure, and to prevent unauthorized access or disclosure by use of suitable physical, electronic and managerial procedures to safeguard and secure the information it collects. Publisher reserves the right to change its policy from time to time, which changes will be set forth on its website as and when such changes are made.

#### **8. Contact information**

The Publisher can be contacted by any of the methods detailed in the letter of offer and on the website [www.tm-selection.com](http://www.tm-selection.com).