

## General Terms and Conditions

LZ-prognose.de  
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Germany

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### 1. Scope of Conditions and General Information

1.1 The terms of business are the regulations of the Civil Code of the Federal Republic of Germany (BGB). Particular cases shall be decided by the courts of law.

1.2 The following business terms apply to the use of all services, supplies, and offers provided by *LZ-prognose.de, Mathias Tolle, Bergring 2, 37139 Adelebsen, Germany*, hereafter called "LZ-prognose.de". These regulate the contractual relations between LZ-prognose.de and the user of the offered services (hereafter referred to as "user"). Deviating terms of the user are not recognized by LZ-prognose.de, unless explicitly approved by LZ-prognose.de in written form or by e-mail.

1.3 Changes of these business terms are published at <http://www.LZ-prognose.de>. Furthermore, users who receive paid subscription services will immediately be notified about changes of these business terms. Should there be no written cancellation by the user within 14 days after the changes have been announced, the contractual relationship will be continued with the changed general terms and conditions. The cancellation is to be addressed to: LZ-prognose.de, Mathias Tolle, Bergring 2, 37139 Adelebsen, Germany by Fax: +49 (0)5506 8929239, or by e-mail to [info@LZ-prognose.de](mailto:info@LZ-prognose.de). Should the cancellation become effective, the user will receive back already paid fees.

### 2. Basic Features of Our Services

2.1 LZ-prognose.de only offers its services to entrepreneurs in the sense of the German Civil Code (BGB).

2.2 LZ-prognose.de offers information about alloy surcharges for metals in return for payment. This information is provided to the user in a password-protected area on the website <http://www.LZ-prognose.de>. The paid subscription services are characterized by the product features specified in the product description. There are no claims to special content or a special scope of the information service

2.3 The offers are not binding and subject to change. All prices are without applicable VAT. By posting his subscription order, the user gives a legally binding statement of intent for the conclusion of a contract. The order is only confirmed by LZ-prognose.de through its activation of the user account and a written order confirmation. The legally binding conclusion of the contract is effected through the posting of the order confirmation/invoice or through utilization by the user at the latest. LZ-prognose.de

has the right to refuse orders that are not yet confirmed, even without stating reasons.

2.4 LZ-prognose.de reserves the right to amend, enhance, or otherwise change the offered information at any time, as long as its essential content is not affected and the changes are reasonably acceptable for the user.

### **3. Details Regarding Duration, Payment, and Due Dates**

3.1 The data subscription has a minimum duration of 6 months and automatically renews itself for 6 months if not cancelled 1 month before expiration. An short message by mail, e-mail or fax to LZ-prognose.de, Mathias Tolle, Bergring 2, 37139 Adelebsen, Germany, Email: info@LZ-prognose.de, fax: +49 (0)5506 8929239 would suffice for cancellation. The timeliness of the cancellation depends on the time of receipt by LZ-prognose.de. The user carries the burden of proof for the timely receipt of the cancellation.

3.2 The prices and conditions agreed between the user and LZ-prognose.de apply. For subscriptions, the agreed fee becomes payable upon issue of the invoice at the beginning of the subscription period and furthermore becomes payable on the first day of every following subscription period. Payment is always made in advance. Payments by invoice are, if not arranged otherwise, payable 30 days after receipt of the invoice.

3.3 LZ-prognose.de reserves the right to change prices within a reasonable range. The changes are valid from the next subscription period and are announced to the user 1 month before coming into effect. In this case, the user has the right to cancel the subscription within a period of two weeks after announcement of the planned changes.

3.4 Cancellation by LZ-prognose.de

LZ-prognose.de has the right of extraordinary notice of cancellation should special reasons exist: The user violates the responsibilities hereafter stated under 4.; discontinuation of the information service, reasonable doubt concerning the user's ability to make payments.

### **4. Responsibilities of the User**

4.1 The user is obliged to provide all the information required for ordering the subscription correctly, exactly, up-to-date, and completely. Furthermore, he is obliged to immediately announce to LZ-prognose.de any changes of his name, e-mail address, or his mailing address which occurred after the conclusion of the contract.

4.2 The information provided by LZ-prognose.de is exclusively meant for the individual user's personal use. Any dissemination outside his regional branch office, any publication, against payment or for free, is explicitly prohibited to the user. LZ-prognose.de reserves the right to extraordinary notice of cancellation and to claims for damages in case of violations. There will be no refund for advance payments in

this case. The access information for the protected areas of LZ-prognose.de is not transferable and is to be protected from acquisition through third-parties.

4.3 The user carries the costs for all system requirements necessary for using the offer of LZ-prognose.de and their operation. The system requirements may change according to technological progress. Invoices and information may be transmitted by e-mail if so desired. In this case, the user is obliged to be especially diligent, to provide a working e-mail address, and to retrieve his e-mails at regular intervals. LZ-prognose.de assumes no liability for delivery errors.

## **5. Defaults and Warranty Conditions**

5.1 Should LZ-prognose.de not be able to provide information services, or only to provide them to a limited extent, due to force majeure, or due to reasons for which neither LZ-prognose.de nor the user are responsible, LZ-prognose.de is not liable for the resulting damages. In particular, LZ-prognose.de is not liable for the continuous availability of the website.

5.2 Should the user default on payments, and should the default continue, LZ-prognose.de has the right to suspend the user's access authorization despite of having dunned him. The right to extraordinary notice of cancellation due to default of payment, or for another relevant reason, remains unaffected. Independent of whether LZ-prognose.de exercises its right to extraordinary notice of cancellation, all future fees until the next possible cancellation date become immediately payable for the user in case of default. Furthermore, the user must replace damages caused by the default.

## **6. Privacy Information, Non-Liability and Disclaimer**

### **6.1 Website content/liability**

The information offered by LZ-prognose.de was created to the company's best knowledge.

However, LZ-prognose.de can assume no liability for the provided information being up-to-date, correct, or complete or for its quality.

Should the user use the information provided by LZ-prognose.de as a basis for own company decisions, this happens at his own risk. In this respect, LZ-prognose.de excludes any liability for losses incurred by the user.

Liability for slightly negligent breaches of duty is excluded, insofar as they include damages from injuries to life, body, or health or guarantees or claims according to product liability law are affected. Furthermore, compensation for damages is limited to typically foreseeable damages. Compensation for atypical or unforeseeable damages does not take place.

### **6.2 References and Links**

The web content of LZ-prognose.de contains links to external third-party websites (external links). Those websites are subject to the liability of the according operators. According the decision of the regional court of Hamburg of May 12, 1998 (*Landgericht Hamburg Az.: 312 O 85/98*), a webmaster may also become liable for

the content of the linked page by adding a link. According to the court, this may only be prevented by explicitly distancing oneself from this content. Upon first linking the external pages, LZ-prognose.de examined the external content for possible violations of law. At this time, no violations of law were apparent. LZ-prognose.de has no influence on the current and future design and content of the linked websites. The placing of external links does not imply that LZ-prognose.de takes possession of the content behind the reference or link. It cannot reasonably be expected of LZ-prognose.de to constantly check these external links for possible violations of law. If such violations of law should become known, however, such external links will be deleted immediately. We ask that such links be reported to us, so that we may delete them immediately and inform authorities if necessary.

LZ-prognose.de explicitly distances itself from all content of all linked/referenced websites. This statement is valid for all links and references placed within the own web content of LZ-prognose.de. The operator of the referenced website is solely responsible for illegal, faulty, or incomplete contents, and especially for damages resulting from the use or disuse of information presented in this way, and not the party that simply refers to the according publication through links.

### 6.3 Advertisements

LZ-prognose.de is not responsible for the content of advertisements or the content of the advertised websites. The act of displaying the advertisements does not imply acceptance by LZ-prognose.de.

### 6.4 Copyright and Trademark Law

All brands and trademarks mentioned within the web content, which might be protected by third parties, are subject to the regulations of the applicable trademark law and the ownership rights of the according registered proprietor. It is not to be assumed that the trademarks are not protected by third-parties' rights, simply because they are mentioned.

The copyright for published objects that were created by LZ-prognose.de remains solely with LZ-prognose.de. Reproduction or further use of such graphics, audio documents, video sequences, or texts in other electronic or printed publications without prior explicit approval by LZ-prognose.de is not permitted.

### 6.5 Privacy

Insofar as the opportunity for entering personal or business information is given on this website (e-mail addresses, names, addresses, etc.), the user explicitly discloses this information on a voluntary basis. The data necessary for ordering and managing the subscription is stored in an electronic database. For contract handling and invoicing purposes, the information about the subscriber may be passed on to third parties as a part of contract data processing.

The use of the contact information published due to legal obligations, like mailing addresses, telephone or fax numbers, or well as e-mail addresses, by third parties for the purpose of sending information not explicitly requested is not permitted. LZ-

prognose.de reserves the right to take legal action against senders of so-called spam mails in case of violations against this law.

#### **7. Applicable Law/Jurisdiction**

Contracts closed on the basis of these general terms and conditions and for claims of any kind resulting from them are subject exclusively to the law of the Federal Republic of Germany, under exclusion of the UN CISG and German international private law. Insofar as the user is a merchant in the sense of the German commercial law, a special public separate estate, or a legal person in the sense of the public law, Göttingen is the exclusive place of jurisdiction for all disputes resulting from the contract or these general terms and conditions. The same goes for all users that have no general place of jurisdiction in Germany. However, LZ-prognose.de has the right to make claims against the customer at any other jurisdiction that may be responsible for him.

#### **8. Severability Clause**

Should any of the individual regulations of these general terms and conditions become invalid, the validity of the remaining regulations remains unaffected. Should one of the regulations of these general terms and conditions violate mandatory legislation, the according legal regulation will take its place.