



## **General Terms and Conditions of trading for the Peter Hahn GmbH Partner Programme (status 16.03.2015)**

The following agreement contains the conditions for participating in the Peter Hahn GmbH (hereinafter referred to as "Peter Hahn") Partner Programme and the setting up of links from a partner website to the Peter Hahn website.

These General Terms and Conditions apply in addition to the General Terms and Conditions of the affiliate network for the participation in the Peter Hahn Partner Programme. Our conditions apply exclusively. We do not recognise any of the partner's conditions that are contrary to or deviate from these conditions, unless we have explicitly agreed to their validity in writing.

### **1. Conditions for participation**

The partner has no claim to participation in the Partner Programme network or to conclusion of an agreement with Peter Hahn. In addition to the conditions of participation in the affiliate network, the following conditions for our Partner Programme apply:

### **2. Application criteria**

As a matter of principle, only websites are to be registered that allow their contents to be checked. A complete imprint is an essential precondition. Websites in the process of conversion or that lead to error messages can only be approved after a written release from Peter Hahn.

Advertising environments that will not be permitted are in this context in particular file sharing portals and warez sites, which are also not approved. Advertising the Partner Programme using adware, spyware or malware and via forced clicks programs is also not permitted.

Furthermore, Peter Hahn reserves the right to exclude from participation or even subsequently reject partner websites with their own partner programmes that have longer than average loading times or cannot be reached, that despite the explicit acceptance of our application filter regarding pornographic content or content that advocates violence have links to sites with such content, sites where the primary content is gambling or that publish banner exchange offers.

Press releases regarding co-operation based on this agreement require consultation with Peter Hahn and must be approved in writing by Peter Hahn before publication.

In addition, business models such as cashback with direct passing on of the commission plus paid-for services are excluded from the Partner Programme on principle.

Peter Hahn is free to decide on acceptance into the Partnership Programme. Peter Hahn is not obliged to provide reasons for its decision in the event of rejection.

### **3. Prohibition of unlawful content**

Websites with unlawful content, i.e. content that advocates violence, is racist or pornographic, are excluded from participation in the Partner Programme.



#### **4. Advertising material, links and cookies**

All advertising materials forming part of the affiliate programme are copyright protected. The advertising materials made available by Peter Hahn are the only advertising materials that may be used. No changes may be made to the texts, images or self-created advertising materials, unless Peter Hahn has given its explicit permission. Use is permitted only within the boundaries of the Partner Programme.

The advertising material made available by Peter Hahn may only be integrated on the approved URLs. If they are to be used on other websites, these must be registered separately.

The use of picture material from the peterhahn.co.uk website must be approved by Peter Hahn. Access to the data via a product data feed is excluded from the above.

Text links may be amended as the partner sees fit, insofar as this does not alter their essential content and their meaning, and the relevant information is not lost. The partner is liable for amendments.

URLs, text links and link descriptions that refer to the peterhahn.co.uk website must be clearly recognisable to third parties as forwarding to the peterhahn.co.uk website. Automatic and deceptive referrals are not permitted. The partner is prohibited from devising a website or pages within a website in such a way as to allow them to be mistaken for the peterhahn.co.uk website. Integrating the contents of the peterhahn.co.uk website via iFrame is also prohibited.

The links may only be integrated on the website whose address (URL) you have given as part of your registration with the Peter Hahn Partner Programme. The links serve to identify your website in the affiliate network, create the connection of your website to the Peter Hahn website and also serve for accurate charging. Connection to the Peter Hahn website may only be made through these links. The links may refer to various areas of the Peter Hahn website. It is essential to follow Peter Hahn's instructions for the integration of links with regard to the technical setting up and maintenance. To guarantee topicality, regularly replace the contents with new editorial texts made available by Peter Hahn, insofar as these are not dynamically maintained or edited by Peter Hahn. The maintenance of your website is solely your responsibility.

Cookies may only be set for an actual user click on one of these advertisements by Peter Hahn. Setting cookies for clicks on the close button or for mouse-over is not permitted. Setting a cookie over an invisible advertisement or through the invisible loading of the Peter Hahn website is prohibited. I.e. in this context no pop-ups, pop-unders, frames, iFrames or layers that set a cookie for the user without the user's participation may be used.

Content blocks and advertorials may be amended at the partner's discretion, insofar as these changes do not alter their essential content and meaning, and information is not lost. The partner is liable for amendments.

#### **5. Product data**

The Peter Hahn product data may be used only for the partner's own websites / price comparisons. When integrating product data into external advertising (such as for example product searches), the dealer is to ensure very prompt updating. The CSV product lists/data feeds made available must be updated daily by the partners. Resulting wrong or faulty information and any legal problems that may arise therefrom are the partner's responsibility. Peter Hahn reserves the right to make further demands in individual cases.

#### **6. Use of the Peter Hahn brands by the partner**

The brand name Peter Hahn and all other company symbols, logos and brands belonging to Peter Hahn that have been handed over to the partner may be used by the partner insofar as the partner does not make any changes to them. This includes, in particular, the correct spelling. Logos may only be taken for use from the material provided and may not be changed.

# Peter Hahn

At no time may the impression be allowed to arise that the Partner Programme involves a strategic sales partnership, commercial agency, franchising or similar between "Peter Hahn" and the partner.

The partner is prohibited from having websites on the Internet that might lead to confusion with the "Peter Hahn" web presence. The partner is not permitted either to reflect the latter or to take over graphics, text or other web presence content. Neither the partner domain name (URL), the title nor the meta tags of the Website are to contain the word "Peter Hahn" either individually or in combination. In addition, misspelling of the brand name in whatever fashion, regardless of the type of use, is not permitted.

The partner is not entitled to make or accept offers in the name of "Peter Hahn" or to represent "Peter Hahn". The partner is not involved in the development of purchase contracts made between "Peter Hahn" and the end customer. The partner is not acting as a commercial representative or commission agent for "Peter Hahn" and is to ensure that no such impression arises.

## **7. Cancellation rate**

Peter Hahn reserves the right to end the partnership if the cancellation rate is over 90%.

## **8. Commissions**

For pay-per-sale models, commission is paid on the shopping basket value excluding VAT, shipping costs, cancellations and returns.

No commissions are paid for:

- Invalid sales
- Sales in combination with central buyers discount
- Sales that do not correspond to the Peter Hahn guidelines (e.g. insufficient credit-worthiness, wrong customer data)
- Sales made via credit voucher codes that were not intended for the publisher

## **9. Tracking and reporting**

Tracking of impressions, clicks and sales is shown through the affiliate network. Peter Hahn has no influence on this tracking, but only ensures the integration of the technical functionality for the transfer of the relevant purchase data (item, price, etc.) to the network.

Cookie tracking is available for the Peter Hahn Programme. Cookie duration for the above is 30 days. Only the network scripts may be used for the integration of advertising. Invalid sales caused by wrongly integrated advertising cannot be remunerated.

The topic of tracking has top priority for the Peter Hahn Partner Programme and is constantly monitored. Although every care is taken, hundred per cent tracking cannot be guaranteed. Further to the above, Peter Hahn will not be responsible for tracking errors caused by the network.

Reporting of all key data is mapped via the network and made available by the same.

## **10. Regulations for the partner's special publisher models**

The parties are aware that, in the partners' publisher models listed under Number 12, the services listed are as a rule offered in combination by the partners. The following regulations covering the individual services or

respectively the publisher models also apply to the combination of services by a partner. In the case of a breach of these regulations, all sales generated are cancelled.

## **10.1. Search engine marketing (SEA & SEO) and social media marketing**

The following restrictions apply to search engine marketing as well as to advertisements in social media: the entry of Peter Hahn brand keywords and misspellings or combinations of these is not permitted. These keywords may also not be used in the advertisement headline, in the advertisement text or in the advertisement URL. Direct linking to the Peter Hahn range is also not permitted. In addition, misspellings of the Peter Hahn domain of whatever kind and irrespective of the type of use are not allowed. The same applies to search engine advertisements with direct or indirect forwarding to the Peter Hahn online shop.

You may only display the address (URL) you have provided as part of your registration as a visible URL (display URL) in the advertisement. Direct forwarding to the Peter Hahn website is not permitted.

Integration of Peter Hahn product data into Google Base or in Google Merchant Center is not permitted. Equally, posting our product data on auction portals (for example eBay), shopping platforms, market places (for example Amazon, Zalando) and comparison or fashion portals is not allowed.

## **10.2. Email**

Email services are permitted in principle, but are checked separately and require explicit approval in writing by Peter Hahn. The following criteria are essential preconditions for acceptance into the programme:

- No paid mails
- Observance of all decisive statutory fair competition regulations and statutory consumer rights duties of information.
- Email addresses have been generated in the double opt-in procedure

Peter Hahn is free to decide whether or not to accept an email service. Furthermore, the contents require both separate checking and approval by Peter Hahn.

## **10.3. Voucher guidelines**

Only those Peter Hahn vouchers may be applied for that have been explicitly approved as part of the Partner Programme, within the network, for the partner in question.

## **10.4. Price comparison**

Publishers who operate price comparison or product portals undertake always to integrate the latest product lists. The URLs must not be changed in this process. Linking of products is to take place exclusively on the Peter Hahn Partner Programme websites.

## **10.5. Post-view**

Post-view tracking is prohibited, unless Peter Hahn has issued explicit approval for the use of this method in writing. The use of so-called "forced clicks" (forcing clicks on site visitors without their consent) or "paid-for services" (e.g. Paid4Click, Paid4Surf, Paid-4-Mailer, Klamm.de credits, referral contests) is also prohibited.

## **10.6. Purchase on account**

Business models that advertise "payment on account" are excluded from participation in the Peter Hahn Partner Programme.

## **11. Contractual fine**

For each offence against Clause Number 10 and the sub-clauses of this provision, the partner will pay Peter Hahn an appropriate contractual fine, which will be set by Peter Hahn in the event of a violation and can at the partner's request be examined by the competent court for appropriateness.

## **12. Infringement of the rights of third parties by the partner**

If Peter Hahn has a claim relating the placing of Peter Hahn advertising made against it by a third party, because of a culpable neglect of duty by the partner or because of a violation of statutory provisions by the partner, the partner is obliged to release Peter Hahn from all claims by third parties made because of the violations listed above, including appropriate costs for legal defence. If Peter Hahn should require information or declarations from the partner for purposes of legal defence, the partner is obliged to make these available to Peter Hahn without delay, and the partner will also provide appropriate support for Peter Hahn in all other ways for the legal defence.

## **13. Release clause**

The partner will ensure that no intellectual property rights belonging to third parties are violated due to the partner's actions and behaviour, including copyright and trademark law, and that there are no breaches of applicable law, in particular the UWG (German Unfair Competition Act), the TMG (German Telemedia Act) or applicable data protection acts. The partner will release Peter Hahn from all claims by third parties arising from the above. This obligation of release also includes release from costs of legal representation.

## **14. Lapsing and right of retention**

Claims to payment of commission and remuneration will lapse on both sides one year after they are due. The partner may exercise a right of retention only if his counterclaim is legally established or has been recognised by Peter Hahn.

## **15. Warranty and liability**

The Peter Hahn website is operated within the limits of what is technically possible. Peter Hahn provides no assurances or warranty with regard to the partner network, Peter Hahn products and the error and interruption-free usage of its website.

Peter Hahn is liable for culpable damage in the event of a breach of major contractual duties (cardinal duties) or if assured qualities are missing. In addition, Peter Hahn will only be liable - for whatever legal reason - in accordance with the Produkthaftungsgesetz (German Product Liability Act) or if the damage has been caused by gross negligence or intentionally by us or by our auxiliaries, as well as for physical injury and damage to health or loss of

life for which Peter Hahn can be held responsible.

In the case of infringement of a major contractual duty due to simple negligence, the maximum amount to which Peter Hahn will be liable is the typically foreseeable damage, which will not exceed your average monthly advertising income arising from this agreement. Peter Hahn will not be liable for the infringement of minor contractual duties due to simple negligence.

## **16. Communication with customers**

The partner is not permitted to communicate directly with customers in price inquiries, inquiries regarding delivery times, availability, guarantee claims etc. If customers direct inquiries of this nature to the partner, the partner is to refer them to the customer service responsible on the Peter Hahn website:

Peter Hahn: 0844 557 1214

All customers acquired through a partner are customers of Peter Hahn and therefore subject to the conditions of Peter Hahn. These include conditions for prices, shipping costs, customer service, delivery times etc. Peter Hahn has the right to change these conditions at any time.

## **17. Amendments and adjustments**

Peter Hahn reserves the right to amend these conditions if the market situation, the legal position or Supreme Court case law should change. Peter Hahn will inform the partner of the reason for the amendment and the actual amendment itself in text form. The customer then has the option of objecting to the amendment within 14 days. Together with the announcement of the amendment, the partner will be informed that if no objection is received within the period for objection the amendment will be valid.

## **18. Duration of the agreement and termination**

This agreement will come into force with the acceptance of the partner into the Peter Hahn Partner Programme and will be valid for an indeterminate period of time. It can be ended by either party with immediate effect without giving reasons.

## **19. Cancellation of sales and bonuses**

If the partnership should be ended due to a breach of this agreement, Peter Hahn reserves the right to cancel all open sales and bonuses.

Sales that are generated because of electronic information (browser plug-in, adware, toolbars, etc.) given to the user that further bonus points or other additional remuneration or gratuities may be obtainable are not permitted. Any sales made in this manner will be cancelled.

## **20. Conclusion**

The law of the Federal Republic of Germany applies.

If the partner is a business person, legal entity under public law or special fund under public law, the sole place of jurisdiction for any disputes arising from this agreement shall be the headquarters of Peter Hahn. The same shall apply if the partner has no general place of jurisdiction in Germany or if the partner's domicile or habitual place of residence at the time of filing of the complaint is unknown.

# Peter Hahn

If individual provisions of the contract with the partner, including these General Terms and Conditions, should be or become invalid in part, this will not affect the validity of the remaining provisions. The regulation that is wholly or completely invalid should be replaced by a regulation with a commercial effect as close as possible to the invalid regulation.

If you have any questions on the Peter Hahn Partner Programme, please contact us at any time.

Yours sincerely, the Peter Hahn Affiliate Team  
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