

GENERAL TERMS OF BUSINESS

YOUR ATTENTION IS DRAWN TO CLAUSE 10 WHICH DEALS WITH OUR LIABILITY TOWARDS YOU.

General Terms and Conditions for the ALDI Photo Service On-Line Ordering Process ("General Terms and Conditions of Business or the Terms")

ALDI Stores UK Limited offers its customer(s) (the "Buyer(s)") the opportunity to order the production of photo products (prints) and/or printed matter (calendars, photo albums etc. hereinafter referred to as Goods or Services) by sending digital data via the Internet or on a data storage medium.

www.ALDIphotos.co.uk is a site operated by MEDION Electronics Limited hereinafter referred to as ("MEDION") whose registered office is at 120 Faraday Road, Faraday Park Dorcan, Swindon, Wiltshire SN3 5JF under company number 03678084. MEDION's VAT number is 724 3434 52GB.

The implementation of the orders is carried out by MEDION; therefore the contract is concluded between the Buyer and MEDION. Goods or Services provided by MEDION will be provided subject to these Terms, and as these terms form an integral part of the contract between MEDION and the Buyer.

The Goods and Services are currently available for use in the following countries, which include Austria, England, France, Germany, Ireland, Scotland and Wales. Please refer to the correct terms and conditions for these countries. These Terms only relate to orders accepted by MEDION in UK.

1. Range of application

The following Terms apply exclusively to the business relationship between MEDION and the Buyer in the version which is present on the Internet at the time of the order.

MEDION reserves the right to, with the service of a written notice amend or supplement these Terms, Such notification will be sent in writing or electronically by way of an e-mail. The Buyer has the right to object within 10 working days of any such revision. If MEDION and the Buyer are unable to come to an agreement, and the term in question is material then the Buyer has the right to cancel the contract, and MEDION will refund any monies due to the Buyer, less any costs which include but are not limited to any monies due for the Goods supplied or Services rendered. If the Buyer does not object to the amended or supplementary Terms within 10 working days following notification, the amended or supplementary Terms will come into effect. The amended Terms (which will be posted as soon as is reasonably practicable) can also be retrieved at any time from MEDION's home page.

2. Contracting party/and Contract.

The Buyer's contracting party is MEDION.

Some aspects of this contract will be governed by the Consumer Protection (Distance Selling) Regulations 2000 and E-Commerce Regulations 2000 ("Regulations").
[Please see notes on your rights under the Regulations.](#)

3. Conclusion of the contract

The Buyer places the order with MEDION for the production of photo products (prints) and/or printed matters (calendars, photo albums etc.) by sending digital presentations in data file form via the Internet or on a data carrier.

The Goods or Services on the website are an invitation to treat. MEDION will acknowledge receipt of the Buyer's offer electronically by way of an e-mail. Acknowledgement of the Buyer's offer does not mean that the Buyer's offer has been accepted.

The contract incorporating these terms is formed through express acceptance by way of a separate e-mail from MEDION after order processing by MEDION or its partners and in all instances after authorisation of payment by the Buyer or by a third party on the Buyer's behalf. The Buyer agrees that once acceptance of the Buyer's offer by MEDION has been confirmed by e-mail, MEDION can immediately begin performance of the contract.

At any point up until then, MEDION may decline to supply the Goods or Service to the Buyer without giving any reason. Whilst MEDION will use all reasonable skill and care in providing the Service or Goods to the Buyer, however, due to the nature of the internet, MEDION makes no representation or warranty that the website Service will be accessible or free from errors, or that Goods will be available, at any particular time. Where MEDION is unable to provide the Goods or Service MEDION will use reasonable endeavours to inform the Buyer within reasonable time".

4. Prices

The prices applicable to the delivered Goods or Services provided, are those which are quoted on MEDION's website www.ALDIphotos.co.uk Subject to prior notification from MEDION before the Buyer's order is accepted by MEDION, it reserves the right to correct any prices [] which at the time of publishing or when the Buyer made the offer to purchase were incorrect and is not obliged to supply the Goods or Services at the stated price. For the avoidance of doubt the Buyer has the right to withdraw its offer if it does not agree with the revised price.

The prices quoted are inclusive of VAT. The forwarding charges are shown separately (also inclusive of sales tax). All prices are stated in British Pounds.

5. Cancellation and the right to return the Goods

Where the Goods and or Services are tailored to the personal requirements and instructions of the Buyer, then the Buyer does not have a right to cancel the order.

Where the Goods or Services are damaged, defective or do not match the description specified on the website, the Buyer should contact MEDION's customer service department, 120 Faraday Road, Faraday Park Dorcan, Swindon, Wiltshire SN3 5JF or e-mail the customer services department at the following address http://www.MEDION.de/mailling/foto_uk.php. Where the Goods or Services are provided on a mail order basis then the Buyer may send the products back to MEDION within 10 working days of receipt by the Buyer. In the case of faulty/defective or mis-described goods MEDION will provide a full refund or if agreed replace the Goods or render further Services and refund reasonable postage costs. Where MEDION can show that the Goods or services were not faulty when received by the Buyer then MEDION reserves the right to refuse to offer a refund or return the Goods to the Buyer, and MEDION is entitled to claim any associated costs from the Buyer.

6. Delivery, dispatch

The delivery of the order is carried out according to the Regulations /Terms laid down in the order software or on the website if nothing to the contrary has been agreed by the Buyer and MEDION. MEDION is entitled to make partial deliveries. MEDION's obligation to deliver is suspended if the Buyer falls behind with his payments. As a rule, the delivery time is 2–5 working days for photo products (prints), excluding Sundays and public holidays, or 5–7 working days for printed matter (calendars, photo albums), excluding Sundays and public holidays. Orders which contain only one format are prepared in less time than mixed orders with several formats. The photo products (prints) or printed matters (calendars, photo albums) are sent to the stated delivery address.

7. Payment

The Buyer can make payment for the Goods or Services through by any payment method listed on the website such as paypal, credit card debit card etc. The Buyer must also provide authority for payment at the time of the order.

If the Buyer fails to make any payment on the due date then, without limiting any other right or remedy available to MEDION, then MEDION may a) cancel the contract or suspend any further supply of Goods or Services to the Buyer; b) charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4% per cent per annum above National Westminster Bank's base rate from time to time, until payment in full is made

If the Buyer's account cannot be debited by means of a direct debit transfer as there are insufficient funds in the account or because the bank information given is false, the Buyer must reimburse MEDION for the bank processing charges which ensue from the return debit.

8. Retention of title

The Goods remain the property of MEDION until all the Goods or Services and costs

ensuing from the same order have been paid for in full by way of cleared funds.

9.. Liability

MEDION warrants to the Buyer that any Goods purchased from us through our site is of satisfactory quality and reasonably fit for all the purposes for which Goods of the kind are commonly supplied.

MEDION's liability is strictly limited to the reprinting of the images or reimbursement of charges paid (if any). This does not affect your statutory rights, or limit in any way our liability for death or personal injury caused by our negligence, under section 2 (3) of the Consumer Protection Act 1987, for fraud or fraudulent misrepresentation; or for any matter which it would be illegal for MEDION to exclude, or attempt to exclude, its liability.

10. Data protection, data security

The buyer is aware and he agrees that personal data (name, address, e-mail address, telephone number, account details if these are required for payment by direct debit) which is needed for order processing and archiving may be stored on data storage media. The buyer agrees that this personal data can be collected, processed and used for the purposes of implementing the order and archiving. This processing work is carried out in compliance with the Data Protection Act (DPA) and in line with our Privacy Policy.

MEDION treats all data as confidential. The buyer has the right to revoke his approval at any time with effect for the future. In the event of revocation, MEDION undertakes to delete the personal data immediately unless an order has not been fully processed. When the order is placed, MEDION requires that the buyer also protects his picture data records beyond the time that the work is delivered to him. Neither MEDION nor its external agents will protect the picture data sent by the buyer [The picture data sent by Buyer is deleted at the end of an 8-day period following completion of the order.

In order to implement the on-line photo service MEDION uses the infrastructure and software of a third-party supplier. In order to process the orders only the personal and picture data which is required for complete picture processing will be passed on to the third party. In this connection, this involves the following data: invoice and delivery address, order information and picture data files. The Buyer agrees that the data can be sent to the third party and that the data can be processed by this third party. The Buyer can revoke this approval at any time. If he so requests, the Buyer will receive at any time, free of charge, information as to which other service providers and third parties have received data. He will also be informed what the data consists of and why it has been passed on.

The Buyer can at any time request that the personal data stored by MEDION be corrected, deleted and blocked.

Unless otherwise set out under these terms, all use of your personal information will be made in accordance with our Privacy Policy. Please read through this carefully before proceeding. By providing your personal data to MEDION you are consenting to its use in accordance with the terms set out above and our Privacy Policy.

11. Copyright, criminal law

The Buyer is solely responsible for the contents of the transmitted data. The Buyer is to ensure that s/he is the owner of or has the necessary licenses to any copyrights, trademark rights or other rights which maybe required for all work transmitted to MEDION as well as for archiving. The Buyer alone will bear the consequences which ensue if these rights are violated. If third parties lodge a claim against MEDION because their copyrights or any associated rights have been violated as a result of the Buyer making copies of them, the Buyer undertakes to indemnify MEDION against any claims relating to this. The Buyer will ensure that the contents of the transmitted picture, data files do not violate any criminal laws MEDION reserves the right to immediately contact the relevant enforcement agency, in case of any or suspected breach of this provision.

12. Place of performance, place of jurisdiction and applicable law

The place of performance for all obligations ensuing from the contract is MEDION's headquarters. In the event of legal disputes ensuing from this contract the parties will use their best endeavours to resolve the dispute amicably. Where it is not possible to resolve the dispute, then the contract is governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

13. Safeguarding clause

If individual provisions contained in these General Terms and Conditions of Business and/or the contract supplemented by them are or become invalid, this will not affect the validity of the remaining provisions. They will remain valid for both parties. In the event that an individual provision is invalid, the contracting parties will endeavour to reach a new agreement, taking into account their mutual interests, which comes as close as possible to the economic purpose of the invalid provision.