FASHION ACCESS CARD

Application

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		MEIKE MUSTERN Einkaufs	leitung	
Fax:		Muster	GmbH	
		NOT TRANSFERABLE 76231 Düsseld	asse 22 dorf DE	
@	Georg-Bleibtreu-Straße 10 46509 Xanten)		
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QHS Quadro Handel und Service GmbH • Georg-Bleibtreu-Strasse 10 • D-46509 Xanten • Tel: +49 2801 805-0 Fax: +49 2801 805-490 • E-Mail: service@fashionaccess-card.de

handling fee.



Application terms

1. General

The following application terms solely apply to entrepreneurs, legal entities of public law or special funds of public law.

2. Issue requirements

The FASHION ACCESS CARD is solely issued to tradesmen of the fashion sector, their managing directors and employed purchasers. We are entitled to demand proof of this from the applicant. Only applications which are completely filled in and bearing a passport photo of the card owner will be processed. There is no legal claim to the issue of a FASHION ACCESS CARD.

3. Liability of the applicant

The applicant is liable for wrong information in the application and releases QHS from any claims of third parties due to such wrong information on first request.

4. Loss of the card

We have to be informed of a loss of the **FASHION ACCESS CARD** without delay. Insofar as we are not responsible for the loss, the applicant bears the costs of the relacement issuance to the amount of 24.90 Euros plus VAT.

5. Communication of changes

Any changes in the data of the applicant and/or card owner are to be communicated to us without delay.

6. Ownership /return

We retain the ownership of the FASHION ACCESS CARD. The FASHION ACCESS CARD is to be returned to us without being requested as soon as the entitlement to use it ends (e.g. after expiry of the period, notice of cancellation).

7. Period term /notice of cancellation /collection of the card

The validity of the FASHION ACCESS CARD automatically ends after two years, or before, if the applicant suspends his business activities in the fashion sector, or the card owner leaves the company of the applicant. The right of cancellation for important reasons remains unaffected. We deem it an important reason among others, if (a) the applicant or the card owner makes the FASHION ACCESS CARD available to unauthorised third parties; (b) the applicant or the card owner severely or repeatedly breaks the house rules of a fashion centre to which the FASHION ACCESS CARD offers an access possibility; (c) the FASHION ACCESS CARD is used for the misuse of parking spaces or (d) the applicant has applied to open insolvency proceedings or they were opened.

If there is an important reason, we are entitled to demand that the card owner gives back the FASHION ACCESS CARD. In addition, we may block the functions of the FASHION ACCESS CARD.

8. Liability

According to the legal provisions, we are liable for damages to life, body and health which are caused by a negligent or intentional violation of duty by us, our legal representatives or our vicarious agents as well as damages which are covered by the liability according to the product liability law.

For damages not covered by sentence 1, we are only liable for intent and gross negligence caused by us, our legal representatives or our vicarious agents according to the legal provisions. In this case however, the liability for compensation is limited to the foreseeable, typically occurring damage, insofar as we, our legal representatives or our vicarious agents have not acted intentionally. Insofar as we have given a guarantee, we are liable within its scope. We are also liable for damages which we cause by simple negligent violation of such contractual obligations the fulfilment of which enables the proper fulfilment of the contract in the first place, and the violation of which endangers the achievement of the contract purpose, and the observance of which the customer regularly relies on and can rely on. However, we are only liable insofar as the damages are typically connected with the contract and are foreseeable.

9. Form of declarations

Declarations in the scope of the contractual relations regarding the **FASHION ACCESS CARD** can be communicated by email. .

10. Data protection

We store the data of our customers according to the specifications of the BDSG (Federal Data Protection Law).

If you should not agree to the storage of your personal data any more or if these have changed, we will cause the deletion or blocking of your data or carry out the necessary corrections (insofar as this is possible according to applicable law) after a corresponding request. On wish, you receive information costfree about all personal data which we have stored about you.

11. Final provisions

For all legal relations between us and the applicant and card owner, the law of the Federal Republic of Germany solely applies, excluding the UN sales law. The place of jurisdiction is our office.

The applicant agrees that the data and contact possibilities he made available in this application are also permitted to be used for marketing measures by QHS as well as the participating fashion centres.

The applicant agrees that the data he made available in this application may be made available by QHS to third parties for marketing activities by post over letter shops. Here the data is limited to name and address. The passing on of data only ensues to the letter shop, which is contractually obliged not to pass the data on to third parties, not even to his contractee.

Place, date

Legally binding signature of the applicant (Company) and company stamp