

General Terms and Conditions: Vouchers for factory tour and "Make a wish nib"

As at: October 23,2014

1. Scope of application and provider

These terms and conditions apply to all orders which are made through the voucher online store of

**Pelikan Vertriebsgesellschaft mbH & Co. KG,
Werftstraße 9, 30163 Hannover, Germany
Managing Director: Torsten Jahn
District Court Hannover HRA 24756**

(hereinafter "Pelikan voucher online shop").

**Telephone: +49 (0)511 6969-0
Email: nib@pelikan.com**

2. Specification of services

In the voucher online shop, gift vouchers are offered for "Make a wish nib" (consultation and purchase of specially ground fountain pens) and for factory tours.

Redemption of the vouchers is only possible in the Pelikan factory in Voehrum (Pelikanstrasse 11, 31228 Peine-Voehrum, Germany) on the dates listed on our website (www.pelikan.com/nib) after prior booking of an appointment. Please note the more detailed information on this and the product descriptions on our Website (www.pelikan.com/nib).

3. Conclusion of the contract

3.1

When purchasing a voucher, you have the possibility before adding your order to the shopping basket, to check all information again (e.g. name, address, payment type and ordered articles) and if necessary to change them. If you click the button 'order and pay now' after entering all relevant data and accepting these general terms and conditions (GTC) as well as the data security declaration, you submit a binding offer to us. After placing the order and thus the offer, you will receive an order confirmation. With this order confirmation the contract comes into effect.

3.2

We save the articles of agreement of the contract with you (i.e. the order data together with the current GTC). You can also call up the respective current version of the general terms and conditions after the conclusion of the contract at any time on our website (www.pelikan.com/nib). The order data are contained in the order confirmation, which we send to you by email. You will receive the invoice separately.

4. Prices and payment terms

4.1

The prices stated on the product pages contain the statutory value added tax and other price components.

4.2

Payment is either by invoice or credit card (Visa or MasterCard).

4.3

For payment by invoice, the purchase price is due immediately and is to be transferred to our bank account. When paying by credit card your account is debited immediately.

5. Validity period

5.1

Vouchers for a "Make a wish nib" have a validity period of two years starting from the end of the calendar year in which you purchased the voucher.

5.2

Vouchers for a factory tour have a validity period of three years starting from the end of the calendar year in which you purchased the voucher.

5.3

During their validity period the vouchers can be redeemed for the dates listed on our website (www.pelikan.com/nib) after prior booking. Please keep in mind that the number of participants per date is limited and appointments are only binding after our confirmation.

6. Convertibility / retention of title

Vouchers may not be redeemed until full payment has been made. Vouchers are activated once full payment is received. Should a payment that had already been made be withdrawn before redemption of the voucher, we can deactivate a voucher that has already been activated and withdraw from the contract.

7. Right of revocation

7.1

Consumers have a right of revocation according to the following terms and conditions.

REVOCAION INSTRUCTION

Right of revocation

You have the right to revoke this contract within fourteen days without indication of reasons. The revocation period is fourteen days from the date on which you or a third party nominated by you, who is not the carrier, have/has taken possession of the last goods.

To exercise your right of revocation, you must inform us (Pelikan Vertriebsgesellschaft mbH & Co. KG, Pelikan Shop, Werftstrasse 9, 30163 Hannover, Germany, Telephone: +49 (0)511 6969-119, Fax: +49 (0)511 6969-988, Email: nib@pelikan.com) giving a clear statement (e.g. a letter sent by post, fax or email) of your decision to revoke this contract.

You may use the attached specimen revocation form for this, but you are not obliged to.

In order to comply with the revocation period, it is sufficient that you send the notification that you are exercising your right of revocation before the revocation deadline.

Consequences of revocation

If you revoke this contract, we must reimburse you all payments that we have received from you including delivery charges (except for any additional costs arising from the fact that you have chosen a type of delivery other than the best standard delivery offered by us), without delay and at the latest within fourteen days of the day on which the notification of your revocation of this contract was received by us. We will use the same means of payment for this repayment that you used for the original transaction, unless something else has been expressly agreed with you; in no case will fees be charged to you because of this repayment. We may decline the refund until we have received the returned goods or until you have demonstrated that you have returned the goods, depending on which is the earlier date. You must return or surrender the goods to us (PelikanVertriebsgesellschaft mbH & Co. KG, Pelikan Shop, Werftstrasse 9, 30163 Hannover, Germany) promptly and in every case no later than fourteen days from the date on which you informed us of the revocation of this contract. The deadline is deemed respected, if you send the goods before expiration of the period of fourteen days. You shall bear the immediate costs of returning the goods. You must only pay for a possible loss in value of the goods if an examination of the condition, quality and functioning of the goods shows that this loss in value is due to unnecessary handling by you.

END OF THE REVOCATION INSTRUCTION

SPECIMEN REVOCATION FORM

(If you want to revoke the contract, then please fill out this form and send it back.)

To:

*Pelikan Vertriebsgesellschaft mbH & Co. KG,
Verkaufsraum, Werftstrasse 9, 30163 Hannover, Germany
Telefax: +49 (0)511 6969-988, Email: nib@pelikan.com*

I/we () hereby revoke the contract concluded by
me/us (*) on the purchase of the following goods(*) /
provision of the following service (*)*

Ordered on () / received on (*)*

Name of the customer(s)

Address of the customer(s)

*Signature of the customer(s) (only for paper
communication)*

Date

() Delete as appropriate.*

8. Physical limitations

We would like to point out that the local conditions at the Pelikan factory are only suitable to a limited degree for the use of wheelchairs, walking frames, pushchairs or similar. In case of doubt please contact us before conclusion of the contract, to clarify the situation.

9. Liability

We exclude our liability for slightly negligent breaches of duty, provided that these do not concern essential contractual duties, damages arising from injury to life, body or health or guarantees or claims under the product liability Act being affected. The same applies to breaches of duty by our vicarious agents.

10. Force majeure

Notwithstanding the provisions in section 9 (liability) we are not responsible or liable for any error or delay in the performance of any part of this contract, which is caused by events, for which we cannot be held responsible, including strikes or labour disputes.

11. Final provisions

11.1

Should a provision of these general terms and conditions be ineffective, the contract in all other respects remains effective. In place of the ineffective provision, the relevant statutory provisions apply.

11.2

German law applies under exclusion of the conflict of laws and the UN-CISG.