

Special Conditions Governing the Purchase of Products from the himss.eu Website

1. Conclusion of the contract

An order placed by a user represents an offer to HAE to conclude a contract of sale. When the User places an order, he/she receives an e-mail from HAE, confirming receipt of the order by HAE and the order details (order confirmation). This order confirmation does not represent an acceptance of the User's offer. Rather, it is merely intended to inform the User that the order has been received by HAE. A contract of sale is not established until HAE has shipped the ordered product or provided the User with a download link and confirmed shipping of the product to the User in a second e-mail (shipping confirmation). No contract of sale is established in relation to products from the same order that are not listed in the shipping confirmation.

2. Charges for the use of HAE

The prices charged for the purchase of various products (for example, market reports, country insight reports) are those indicated for the products in question.

All prices are inclusive of VAT.

Charges are due for payment with immediate effect and can be paid using the payment methods available on the himss.eu website (credit card, bank transfer or cheque). HAE reserves the right not to offer certain payment forms in individual cases.

HAE sends its invoices by electronic mail. If the User does not settle the invoice within a period of 30 days following notification of the invoice amount, the User will immediately be considered to be in default of payment without any further reminder. If the User is in arrears with payment, HAE is entitled to charge interest for delayed payment in the amount of 5% above the basic interest rate per annum published by the European Central Bank. If the delay results in demonstrably higher costs for HAE, HAE is entitled to claim compensation for these costs.

HAE may change its charges and prices at any time. Users will be notified promptly of any changes to charges before they become effective on the HAE website.

3. Right of cancellation for users

The following provisions apply to users who register on the website for a purpose that cannot be attributed to his/her commercial or independent professional activities (consumers in the legal sense of § 13 of the German Civil Code):

The User may cancel his/her registration for access to market reports within a 14-day period without specifying the reasons for doing so in writing (e.g. in a letter, fax or e-mail). This peri-

od begins following receipt of these instructions for cancellation in written form but not before the goods are received by the recipient (or not before receipt of the first partial delivery in the case of repeat deliveries of goods of the same type) and not before fulfilment of our obligations in relation to the provision of information in accordance with Article 246 § 2 of the German Civil Code in connection with § 1 Paragraphs 1 and 2 of the Introductory Act to the German Civil Code, as well as fulfilment of our duties in accordance with § 312 e Par. 1 Sentence 1 of the German Civil Code in connection with Article 246 § 3 of the Introductory Act to the German Civil Code. The deadline for cancellation will be deemed to have been observed if the notice of cancellation or the relevant item is sent in good time. The deadline for cancellation will be deemed to have been observed if the notice of cancellation is sent in good time.

The notice of cancellation is to be sent to:

HIMSS Analytics Europe UG (limited liability)

Schwägrichenstraße 09

04107 Leipzig

Notice of cancellation may also be sent by e-mail to HAE at the following address: service@himssanalytics.eu.

The User's right of cancellation is extinguished in accordance with § 312 d Par. 3 of the German Civil Code before the 14-day cancellation period has expired if HAE has commenced performance of the services for which the User has registered following the express agreement of the User, or if the User has initiated performance of the services of HAE for which the User has registered by using the services on the HAE website.

In the case of an effective cancellation, both parties must return all goods/services received in accordance with the relevant legal provisions. Any benefits derived from these (e.g. interest) are to be refunded. If the User is unable to return the goods/services in whole or in part to HAE UG or is only able to return these in a deteriorated state, the User is obliged to compensate HAE UG for the loss in value. The User must fulfil obligations to refund payments within a period of 30 days following sending of the notice of cancellation. This period begins for you when you send your notice of cancellation or the relevant item. For us, this period begins when we receive your notice of cancellation or the relevant item.

End of instructions for cancellation

4. Delivery

Users normally receive the purchased item by downloading it. In this case, delivery comprises the sending of an e-mail to the address specified by the User. This e-mail either contains a link for downloading the purchased item or indicates that the purchased item is available under "My Account". A re-download option is provided.

If physical delivery of the item is agreed, the item is delivered to the delivery address provided by the User. HAE expressly points out that all details regarding the availability, shipping or delivery of a product are of a provisional nature only and merely represent approximate guideline values. They do not represent binding or guaranteed shipping or delivery dates, unless expressly indicated as such in the shipping options for the product in question. If HAE detects that an ordered product is not available during processing of the order for that product, HAE will send the User a separate e-mail containing this information. Any delivery charges that apply are displayed in the User's shopping cart before the ordering process is completed.

5. Reservation of proprietary rights

Delivered goods remain the property of HAE until they have been paid for in full.

6. Liability for defects

If the purchased item contains a defect, the relevant legal provisions apply. Any assignment of these claims of the user is excluded.

If a replacement delivery is made as supplementary performance, the User is obliged to return to HAE the first item delivered within a period of 30 days at HAE's expense. The defective item must be returned in accordance with the legal provisions. HAE reserves the right to claim compensation for damages in accordance with the relevant legal provisions.

7. Limitation of claims on account of defects

The warranty period is 2 years from delivery of the item in the case of contracts with consumers in accordance with § 13 of the German Civil Code. The warranty period is limited to one year for orders placed by users who are entrepreneurs in accordance with § 14 of the German Civil Code.