

# General Terms and Conditions (for Online Print Service)

## IMPORTANT

Please read the following information carefully as it sets out the terms and conditions which governs the provision of services, including the sale of any products, on this website to customers based in Ireland.

### 1. How to Order

ALDi Stores Ireland Ltd. offers its customers the opportunity to buy the following items from its website operated by Medion Electronics Ltd ("**Medion**"):

- i. digital photographs; and
- ii. other printed products such as calendars etc.

To order the customer should simply follow the instructions on this website. You can use the Online Print Service via the ALDI Photo Manager by selecting "Order copies" and order your selected photos using the order software. The order client opens automatically and transfers the pictures. The sizes and number of pictures can be entered in the order client. You then choose between "Order on CD" or "Online order". If you choose "Online order" you are transferred through to the order procedure and upload facility for the Online Print Service. In order to make direct use of the Online Print Service without using order software, visit our website ([www.aldiphotos-print.ie](http://www.aldiphotos-print.ie)) or the ALDI Photo Service website ([www.aldiphotos.ie](http://www.aldiphotos.ie)) and click on Online Print Service and then the "Order" button. An input screen will then appear for uploading the photographs. You can cancel your entry at any time by clicking on the "Back" button. After entering all the pictures, you can activate the order process by clicking on "Upload pictures". You then select the size, choose between online delivery or data storage medium (if ordering using order software), then click on "Proceed to checkout". The next screen will then display your order again and the final price. You can now change the picture selection again by clicking on "Change contents of shopping cart". Finally, you confirm that your order is correct by clicking on "Continue". A screen then appears in which you have to enter your address details and select your preferred method of payment. If you are already registered with us as a customer you only need to enter your user ID and password. In this case, the address details entered for a previous order will appear automatically. You can change these details at any time by clicking on the "Change address" button. Before submitting your order you are alerted to the fact that our terms and conditions are a constituent part of the contract and you can access them by following the link to the terms and conditions. Another link will take you to this customer information which should also be read carefully along with the terms and conditions. You must confirm, by mouse click, that you have read and accept the terms and conditions and the customer information. You can save and print out your order data, the terms and conditions and the customer information. The order transaction can then be completed by pressing the "Order" button. Print products can be ordered using the layout software, which customers can download free of charge from [www.aldiphotos.ie](http://www.aldiphotos.ie). This software offers a convenient and easy-to-use facility for you to design your print product. Once you have designed your personal print product you can save it and send it to us over the Internet. This procedure is made simple via a command in the layout software. First you have to register with the ALDI Online Print Service. You are automatically asked to register by the layout software. As soon as we have received the file you can place the order either by direct transfer via the layout software or later via our website.

The customer should include the following information with their order as MEDION cannot process their order without this information:

Name  
E-mail address  
Contact telephone number  
Preferred time for telephone contact  
Card type  
Full name as displayed on the card, the credit card number, and expiry date of the card  
Billing address  
Delivery address (This need not be the same as the billing address)  
Items you require  
Delivery option

### 2. Acceptance of Order

The contract between MEDION and the customer is created when MEDION accepts the customer's order. MEDION will acknowledge receipt of all orders electronically. This acknowledgement of receipt does not constitute a binding acceptance of an order. Acceptance takes place by means of a separate e-mail.

### 3. Delivery of Prints

MEDION aims to deliver digital photographs within 2 to 5 working days. For other printed products such as calendars and photo albums delivery may take up to 5 to 7 working days. Delays may occur if a customer orders several formats as these take longer than an order for one single format.

Products are delivered to the delivery address which the customer gives to MEDION. The delivery charges that apply are specified on this website.

MEDION may send an order to a customer in two or more deliveries. The customer will only pay one delivery charge. MEDION will meet any additional delivery charges.

If a customer's goods do not arrive within the time specified above, the customer should contact MEDION at

Tel.: 1800 992508, Fax: +44 (0) 1793 238767,

Contact form: [http://www.medion.de/mailling/foto\\_uk.php](http://www.medion.de/mailling/foto_uk.php)

MEDION reserves the right to suspend delivery until payment is made in full.

#### 4. **Prices**

Prices for items which may be purchased on this website are set out at [www.aldiphotos.ie](http://www.aldiphotos.ie). The prices include VAT and are valid until the date specified on the homepage.

#### 5. **Payment**

Payment is due on the date specified on the invoice MEDION sends the customer and can be made by credit card or Paypal.

Payment will be deemed to have been made on the day MEDION receives the monies owed by a customer. If payment is to be made by direct debit but cannot be made as the customer's account has insufficient funds or the account details furnished were incorrect, the customer will be obliged to reimburse MEDION for the bank processing charges which it incurs.

If the customer is in default of payment, MEDION reserves the right to demand interest on arrears at a rate pursuant to the European Communities (Late Payment in Commercial Transactions) Regulations 2002 (SI 388 of 2002) and is entitled to block a customer's access to their service until payment is received.

MEDION also reserves the right to recover any additional losses which are incurred due to the customer's default in payment.

#### 6. **Returns and Refunds**

If a customer is unhappy with any item they have purchased from MEDION they should contact MEDION at

Tel.: 1800 992508, Fax: +44 (0) 1793 238767,

Contact form: [http://www.medion.de/mailling/foto\\_uk.php](http://www.medion.de/mailling/foto_uk.php)

Where any valid claim in respect of any items sold by MEDION is based on any defect in the quality or condition of the items or their failure to meet specification, MEDION shall be entitled to replace the goods (or the part in question) free of charge or, at the sole discretion of MEDION, refund the price of the items (or a proportionate part of the price), but MEDION shall have no further liability to the purchaser.

Customers should please note the customer does not have a right to cancel any order which has been accepted by MEDION as this relates to an order of customised goods (and services).

#### 7. **Offsetting**

The customer is not entitled to offset any sums due and owing to them by MEDION against sums payable to the customer by MEDION. The exclusion of the right of set off does not apply in the event that MEDION is unable to pay.

#### 8. **Retention of title**

The goods remain the property of MEDION until all the goods have been paid for in full.

#### 9. **Limitation of Liability**

MEDION excludes all liability for loss or damage to the data transmitted to MEDION.

All representations, warranties and conditions (unless given by MEDION in writing) in relation to the goods are excluded to the fullest extent permitted by law.

Please note that any limitation or exclusion set out in these terms and conditions shall not operate to affect any statutory rights to which a customer is entitled as a consumer.

Nothing in these terms and conditions shall exclude or limit MEDION's liability for personal injury caused by MEDION.

## 10. **Data Protection**

The personal data a customer makes available to MEDION when they place their order may be processed by MEDION for all purposes which are reasonably required for the purposes of supplying goods and services. Personal data will not be used for any other purpose unless MEDION has express approval of the customer. Personal data is any information which allows a person to be identified directly or indirectly (e.g. customer's name, address, e-mail address, telephone number and account details if a customer elects to pay by direct debit).

MEDION undertakes to delete personal data once a customer's order has been fully processed. Picture data is deleted at the end of an 8-day period following completion of an order.

MEDION may disclose personal data to third party service providers for the purposes of processing orders. The customer acknowledges and agrees that MEDION is entitled to disclose personal data to third party service providers for this purpose.

If requested by the customer in writing, MEDION will provide the customer, free of charge and within 40 days, with a copy of his personal data and details of third party service providers to which information has been disclosed. The customer is entitled to have any incorrect, incomplete or misleading personal data amended. The customer can at any time request in writing that personal data stored by MEDION be amended.

MEDION will take all reasonable security measures to protect the integrity of personal data. However the customer acknowledges that the security of personal data transmitted to MEDION cannot be fully guaranteed as for example unauthorised third parties may unlawfully intercept the material in the course of its transmission over the Internet.

## 11. **Copyright & Criminal law**

MEDION does not exercise any control over the contents of data transmitted to them. All data transmitted to MEDION is the sole responsibility of the person from which such data originated. This means the customer and not MEDION are responsible for the contents of all data uploaded, posted, e-mailed or otherwise transmitted to MEDION.

The customer warrants that the contents of the data transmitted to MEDION will not breach applicable law and in particular will not include any pornographic material or infringe the rights of third parties (e.g. intellectual property right, data protection rights).

If the customer breaches the above warranty, MEDION is entitled to refuse to accept the data and to report the matter to the relevant authorities. The customer shall indemnify MEDION for any loss or damage, directly or indirectly (including as a result of any third party claims against MEDION) as a result their breach.

## 12. **Severance**

If any part of these terms and conditions are held to be invalid or unenforceable, the validity or enforceability of the remainder of these terms and conditions will not be affected.

## 13. **Privacy Statement**

For details of our privacy statement, click [ [LINK](#) ]

## 14. **Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of Ireland.

This online shop is run by:

Medion Electronics Limited  
120 Faraday Road,  
Faraday Park  
Dorcan,  
Swindon,  
Wiltshire  
SN3 5JF

Company register number: 03678084  
Competent supervisory authority: Companies House  
VAT ref. no.: 724 3434 52GB

Tel.: 1800 992508  
Fax.: +44 (0) 1793 238767  
Contact form: [http://www.medion.de/mailing/foto\\_uk.php](http://www.medion.de/mailing/foto_uk.php)