

## General Terms and Conditions

### 1. General

Within our online shop, we will conclude contracts solely with corporations, thus natural or artificial persons, as well as legally responsible business partnerships which act in practice of their commercial or autonomous occupation. The customer assures to act and purchase as entrepreneur. All available performances of August Neuheuser GmbH exclusively take place according to the following terms and conditions.

### 2. Offers, Prices and Payments

2.1. We take your order exemptible regarding amount, price and delivery date. The prices contained in our offers do not include VAT, customs, packing, insurance and freight.

2.2. Freight costs will be calculated country-specific along with the respective effort. Packing costs will be calculated at cost price.

2.3. The invoice amount is due without deduction within 30 days. When cashed within 8 days of invoice date, we grant a cashback of 3 %. Right of retention of payments or of compensation against our claim exists only if the counterclaim is determined without further legal recourse, uncontended by us.

### 3. Registration of Customers

Registration is required for using the online shop and viewing of prices. After receiving the registration we will provide the customer with his individual login data in form of user name and password. The customer commits to completing the registration truthfully and thoroughly, as well as to keeping his data current. Utilization of the online shop is permissible exclusively for the customer's own commercial purposes.

### 4. Delivery

4.1. Period of delivery starts after receiving your order confirmation provided that all technical and individual details are clarified.

4.2. Period of delivery will be extended appropriately in case of obstacles due to force majeure or unexpected impediments.

4.3. We are entitled to partial delivery.

4.4. Packing and shipping are carried out at buyer/s expense and risk.

### 5. Reservation of Proprietary Rights

5.1. All delivered goods will remain our property until we receive the complete payment of purchasing price and complete compliance of claim and demand resulting from business relations.

5.2. In case of a violation of this agreement, especially violation of contract like delinquency, we are entitled to take back the delivery item(s). In the event of sale item retention, resignation from the

contract agreed on is not possible unless our party provides an explicit resignation set out in writing.

6. Tools, Clichés and the like Special tools such as Clichés used for printing, which have to be crafted in order to manufacture ordered items, will remain our property, even if crafting expenses are charged fully or partially. We are not obligated to hand these manufacturing tools over to the purchaser.

#### 7. Warranty and Liability

7.1. Deficiencies on delivered items have to be reported to us immediately, but no later than 8 days after delivery. In the event of founded notice of defects we are obligated to rectification of deficiencies or substitute delivery. In case of rectification of deficiencies we will cover the expenses up to contract value only.

7.2. Further claims by the purchaser are hereby excluded. We will not be liable for damage to anything but the purchased item(s). Likewise, we will not be liable for lost profit or any other financial losses for the purchaser.

7.3. The above explained exclusion of liability does not apply in case of non-negligent or reckless violations of contract, according to the provisions of law.

#### 8. Data protection

August Neuheuser GmbH is explicitly entitled to use and process customer-related known data in accordance with the Federal Data Protection Act. In the context of order fulfillment, customer data is subject to electronic data acquisition (DAC). All legal provisions will be considered and minded.

#### 9. Place of execution and venue

9.1. Place of execution for deliveries and payments for both parties is exclusively August Neuheuser Ltd.'s place of business.

9.2. Sole venue for all claims and assessments resulting from contractual relationships, as well as disputes about effectiveness of contractual relationships for both parties is August Neuheuser Ltd.'s place of business.

9.3. The contractual relationship for both parties is solely subject to the justice of the Federal Republic of Germany to the explicit exclusion of the UN-sale of goods law.

August Neuheuser GmbH  
Effective 06 JAN 2014