

General Business Terms

between

Artedona AG
Gut Keferloh 1a

Registered seat of the company: Grasbrunn
Munich County Court: HRB 127425
VAT Id. no.: DE 812779422
Management Board: Petra Beyer, Alexander Luft
Chairman of the Supervisory Board: Klaus Luft

hereinafter "Artedona"

and

the customer described in Subclause 1.2 of the General Business Terms

hereinafter "Customer"

1. Scope and contractual partners:

1.1 Scope

These General Business Terms (abbreviation in German: "AGB") shall apply to all business relationships between the Customer and Artedona in their version which is valid at the time of the order for deliveries of all kinds, which Artedona provides towards its Customer insofar as no contradictory written agreements are reached in a purchase or other contract concluded between Artedona and the Customer. Legally relevant declarations and notifications of the Customer after conclusion of the contract (e.g. setting of deadlines, reports of defects, declaration of cancellation or reduction), require a written form in order to be valid.

1.2 Contractual partners

The offer of Artedona is oriented to consumers and entrepreneurs. Consumers are according to § 13 BGB (Civil Code) natural persons, who conclude a legal transaction for a purpose, which can neither be attributed to their commercial nor their self-employed professional activity ("private purpose"). Entrepreneurs are according to § 14 BGB natural persons or legal entities or partnerships with legal capacity, who or which act upon conclusion of a legal transaction while performing their commercial or independent professional activity.

2. Conclusion of the contract:

All offers of Artedona are without obligation.

2.1. For purchase contracts via the Online-Shop www.artedona.com or by e-mail

The offer of Artedona in the Internet under www.artedona.com does not yet represent an offer for conclusion of a purchase contract, but merely an invitation to submit such an offer. In case of orders via www.artedona.com the Customer shall only submit an offer for conclusion of a purchase contract with Artedona when it sends the fully completed order form via the button "submit your order". After receipt of this offer the Customer shall receive an electronic confirmation from Artedona about the receipt of the order, in which the data and the articles ordered by the Customer are listed once again. This electronic confirmation does not yet represent an acceptance of the offer by Artedona. With this Artedona merely satisfies its statutory obligations according to § 312g Par. 1 S. 1 No. 3 BGB. The purchase contract between the Customer and Artedona shall only be concluded with the despatch of an order confirmation or the delivery of the goods.

In case of orders by e-mail the Customer submits an offer for conclusion of a purchase contract with Artedona with the sending of an e-mail to Artedona. After processing of this offer the Customer shall receive from Artedona an electronic order confirmation of the order, in which the data and the articles ordered by the Customer are listed. The contract shall be concluded between Artedona and the Customer with the receipt of this order confirmation.

2.2. For purchase contracts in distance selling by telephone, by letter or fax

The order of the Customer by telephone represents an offer for conclusion of a purchase contract with Artedona. Within the framework of the telephone call Artedona confirms this order for the Customer. This confirmation does not yet represent any acceptance of the contract. In case of orders by letter or fax the Customer submits an offer for conclusion of a purchase contract with Artedona with the sending of this letter or fax to Artedona. After the processing of the offer received by telephone, by letter or by fax the Customer shall receive a written order confirmation from Artedona, in which the data and the articles ordered by the Customer are listed. The contract shall be concluded between Artedona and the Customer with the receipt of this order confirmation.

3. Instructions for revocation:

3.1 Right to revocation

The right to revocation shall only apply to consumers within the meaning of § 13 BGB:

3.1.1 Right to revocation for purchase contracts via the Online-Shop www.artedona.com or by e-mail

You can revoke your contractual declaration within 14 days without stating any reasons in a text form (e.g. letter, fax, e-mail) or – if the object is handed over to you before the expiry of the deadline – also by returning the object. The deadline shall begin after receipt of these instructions in a text form, however not before the receipt of the goods at the recipient (with the recurring delivery of similar goods not before receipt of the first partial delivery) nor before satisfaction of our information obligations according to Article 246 § 2 in conjunction with § 1 Par. 1 and 2 EGBGB [Introductory Act to the German Civil Code] as well as our obligations according to § 312g Par. 1 Sentence 1 BGB in conjunction with Article 246 § 3 EGBGB. The timely sending of the revocation or the object is sufficient to safeguard the deadline for revocation. The revocation is to be sent to:

- by letter: [redacted]
- by fax: [redacted]
- by e-mail: [redacted]

3.1.2 Right to revocation for purchase contracts in distance selling by telephone, by letter or by fax

You can revoke your contractual declaration within 14 days without stating any reasons in a text form (e.g. letter, fax, e-mail) or – if the object is handed over to you before the expiry of the deadline – also by returning the object. The deadline shall begin after receipt of these instructions in a text form, however not before the receipt of the goods at the recipient (with the recurring delivery of similar goods not before receipt of the first partial delivery) nor before satisfaction of our information obligations according to Article 246 § 2 in conjunction with § 1 Par. 1 and 2 EGBGB. The timely sending of the revocation or the object is sufficient to safeguard the deadline for revocation. The revocation is to be sent to:

- by letter: [redacted]
- by fax: [redacted]
- by e-mail: [redacted]

3.2 Consequences of revocation In the event of an effective revocation the services received by both parties are to be refunded and any drawn benefits (e.g. interest) are to be handed over. If you cannot refund or hand over the received service as well as benefits (e.g. benefits of use) to us or partly not or only in a deteriorated condition you must pay us compensation for the value accordingly. You must only pay compensation for the value for the deterioration of the object and for drawn benefits insofar as the benefits or the deterioration is a result of a handling of the object, which goes beyond the examination of the properties and the functioning. Under "examination of the properties and the functioning" one understands the testing and sampling of the respective goods as is possible and customary for example in a store. Objects which are capable of shipment as parcels are to be returned at our risk. You have to bear the regular costs for the return shipment if the delivered goods correspond with those which were ordered and if the price of the object which is to be returned does not exceed an amount of Euro 40 or if with a higher price of the object at the time of the revocation you have not yet paid the consideration or a contractually agreed instalment payment. Otherwise the return shipment is free of charge for you. Objects which cannot be sent as parcels will be picked up from your location. Obligations to reimburse payments must be satisfied within 30 days. The deadline shall begin for you with the sending of your declaration of revocation or the object, for us with their receipt.
End of the instructions for revocation

3.3 Exclusion of the revocation:

The right to revocation shall not exist for

- goods, which are produced according to the specifications of the Customer (e.g. with engraving) or
- goods, which are not offered on the Artedona website at the time of the order and are exclusively procured at the Customer's request or
- goods, which are not suitable for returning owing to their condition.

4. Terms of delivery: Artedona shall deliver goods which can be delivered immediately within three (3) workdays to the address stated by you. The delivery times for products which are not in stock depend on the product and are stated on our website for each product. The delivery is as a rule carried out by UPS, at the request of the customer also by DHL. The shipping costs depend on the country of delivery and are published on our website. Should it not be possible to adhere to the expected delivery date Artedona shall inform you hereof and notify you of the new delivery date. Artedona is entitled to also carry out the order in partial deliveries. Artedona reserves the right to not carry out the order if the ordered goods are not available or not in time, or cannot be delivered owing to insufficient quality. In this case Artedona shall inform you immediately and reimburse a possibly already made payment.

5. Prices: The prices stated on the website www.artedona.com apply. These include the applicable rate of value added tax and are deemed plus shipping costs. For deliveries to Switzerland and Norway the prices include the Swiss or the Norwegian value added tax and the costs for the customs clearance. For deliveries to the USA the prices include the costs for the customs clearance and the customs duties. For deliveries to other countries outside of the EU the costs for the customs clearance and the customs duties will be invoiced separately.

6. Payment and default of payment: Artedona offers the payment by credit card, by direct debit (only in Germany), by advance payment, by cash on delivery and against invoice. In case of payment by credit card or by direct debit the invoice amount shall be debited on the day of the shipment of the goods. In case of payment against invoice you undertake to settle the invoice amount within 14 days after receipt of the goods and the invoice without deduction insofar as not explicitly otherwise agreed. In case of default of payment Artedona reserves the right to charge interest on default in the amount of 5% above the respective base lending rate of the European Central Bank.

7. Rights to offset or of retention: The Customer shall only be entitled to rights to offset or of retention insofar as his claim has been declared final and binding or is undisputed or the Customer asserts reports of defects or counter-claims from the same purchase contract. The Customer may only exercise his right of retention if his counter-claim is based on the same purchase contract.

8. Warranty: Artedona assumes the warranty within the framework of the statutory regulations. Each defect is to be reported immediately in writing. In the event of warranty Artedona reserves the right to either replace or repair goods, which prove to be faulty. Should these measures have failed twice the customer is entitled, at his choice, to reduce the purchase price paid for these goods or to cancel the order of the faulty goods. The cancellation is excluded in case of an only insignificant defect.

9. Product presentations and guarantees: The product presentations on the website can deviate in colour and impression from the actual articles. References to the products do not represent any guarantee. An additional guarantee only exists with the goods delivered by Artedona if this was explicitly submitted in the order confirmation for the respective article.

10. Liability: The liability of Artedona is oriented to the following provisions:

10.1 Artedona shall be liable for damages, which are caused by it or its legal representatives or vicarious agents by wilful intent or gross negligence, unlimited with respect to the amount.

10.2 For damages from the injury to life, body or health Artedona shall also be liable with own, slightly negligent breach of duty or that of its legal representatives or vicarious agents unlimited with respect to the amount.

10.3 In case of negligent breaches of duty Artedona shall be liable for damages from the breach of essential contractual duties, without which it is not possible to achieve the object of the contract and the compliance with which the Customer can as a rule rely upon, limited with respect to the amount to the typically foreseeable damages for the contract. This shall apply accordingly to the negligent breach of essential contractual duties of the legal representatives, executive bodies or vicarious agents of Artedona.

10.4 Except in the event of wilful intent and gross negligence Artedona shall not be liable for indirect damages, such as e.g. additional work, missed profits or savings which were not achieved.

10.5 The above limitations to liability of Subclauses 10.3 to 10.4 shall not apply insofar as Artedona maliciously failed to disclose a defect or assumed a guarantee for the condition of the goods.

10.6 Claims of the Customer according to the Product Liability Act remain unaffected.

11. Data protection:

11.1 Artedona only collects, processes and uses the personal data of the customers according to and in line with the relevant data protection provisions of the Federal Republic of Germany, in particular the Federal Data Protection Act (BDSG) and the Telemedia Act (TMG),

11.2 The data collected from the Customer within the framework of his order shall be processed and used by Artedona for establishing, executing and terminating the contractual relationship with the Customer, in particular also for processing warranty claims. Personal data of the Customer will only be forwarded to third parties if and insofar as this is necessary for executing the contract, in particular for carrying out the delivery.

11.3 Information concerning the previous payment conduct and creditworthiness information based on mathematical-statistical processes by using address data of customers, who are based in Germany, Austria or in Switzerland will be procured by Artedona with the existence of a justified interest for Germany from Infoscore Consumer Data GmbH, Rheinstr. 99, 76532 Baden-Baden, for Switzerland from Deltavista AG, Riesbachstr. 61, CH-8008 Zurich and for Austria from Deltavista GmbH, Diefenbachgasse 35, A-1150 Vienna, which as credit agencies store data for providing information.

11.4 Artedona undertakes to treat all personal data confidentially and to protect these against each unauthorized access. Address data of the Customer such as name, address, title, academic title or reference to industry shall only be used for marketing purposes by Artedona and companies affiliated with it according to §§ 15 ff. AktG [Companies Act] if the Customer has not objected to the use of these data for advertising purposes. The Customer shall be referred to his right to objection in this respect when initiating the contract.

11.5 The use of the e-mail address for advertising purposes is only carried out if the Customer has granted his consent in this respect. The same shall apply accordingly to the use of such data for market or opinion research.

11.6 Further explanations relating to the subject of data protection can be called on www.artedona.com under the heading "Privacy policy" or via the link www.artedona.com/privacy-policy or are available through the Artedona customer service.

12. Statute-of-limitations: Possible claims for damages against Artedona, with the exception of claims for damages from illicit act, shall become statute-barred according to the statutory regulations, by no later however than after two years from the provision of the service, upon which the claim is based.

13. Reservation of title: Until the full payment the goods shall remain the property of Artedona. The Customer undertakes to inform Artedona of all accesses of third parties to the goods which are subject to the reservation of title (reserved goods), in particular of enforcement measures or other seizures and of all damages suffered to the reserved goods immediately. Insofar as the goods are delivered to a country, in which the afore-mentioned reservation of title is not effective in full the Customer undertakes to procure an equivalent security for Artedona.

14. Assignment: The Customer is only entitled to assign the rights from the contract with the prior consent of Artedona – with the exception of payment claims. The consent may only be refused for an important reason.

15. Place of performance: The place of performance is Grasbrunn near Munich.

16. Place of jurisdiction: The courts in Munich exclusively have jurisdiction for all disputes from or in connection with the contract or these terms and conditions insofar as the Customer is a merchant or legal entity under public law.

17. Severability: Should one or several provisions of the contract or these terms and conditions be or become invalid or unenforceable or be replaced by respective national law this shall have no effect on the validity of the remaining provisions.

18. Choice of law: The contractual relationships between the parties are subject to German law under the exclusion of the UN Convention on the International Sale of Goods.

In case of contracts with consumers in the EU, Switzerland and Norway mandatory legal regulations of another EU member state, of Switzerland or of Norway – insofar as the consumer has his customary place of stay therein – are to be applied instead of German law if and insofar as these regulations are more favourable for the consumer.