

Terms and Conditions

of

LUXURY SPARKLE GmbH
Monbachstrasse 3
75242 Neuhausen

Please note that the original Terms & Conditions are based on the German language. This English version has been translated as a service to you and should not be treated as a legally binding translation

§ 1 General, clientele, language

- (1) All offers, purchase contracts, deliveries and services based on orders of our customers (hereinafter referred to as Customers) are subject to these General Terms and Conditions.
- (2) The terms and conditions apply only if the customer is a company, sole trader or, a legal entity under the law. For the purposes of these General Terms and Conditions, a "company" is a natural or legal person or a legal partnership that, upon conclusion of the contract, acts in the course of its commercial or independent professional activity (§ 14 Abs. 1 BGB).
- (3) Terms and conditions of the customer do not apply, these terms and conditions apply first and foremost.
- (4) The contracts with the customer are concluded exclusively in German or English.

§ 2 Agreement of contract

- (1) Offers and price information contained in brochures, advertisements and other advertising material as well as such information on our homepage are non-binding. This also applies to offers that are not explicitly designed as binding.
- (2) Ordering the goods or commissioning a service by the customer, e.g. due to one of our offers, is considered a binding contract offer. Unless otherwise stated in the order, we are entitled to accept this contract offer within 7 days of its receipt. Acceptance may be declared either in writing (for example, by order confirmation, e-mail is sufficient) or by delivering the goods to the customer.
- (3) This contract is stored in compliance with data protection.

§ 3 Prices and payment

- (1) Our prices are exclusive of statutory sales tax and shipping costs. All payments are to be made and processed in the currency EUR - €. Customs duties and similar charges have to be borne by the customer. All applicable fees of the payment process are to be borne by the customer.
- (2) Unless expressly agreed otherwise, we deliver based on the invoice. However, we are entitled at any time, even in the context of an ongoing business relationship, to carry out a

delivery in whole or in part only in advance. We will inform you of any change at the latest with the order confirmation.

(3) If delivery has been agreed on account, our invoices are due for payment, unless otherwise agreed, within 20 days of the receipt of the goods and receipt of the invoice.

(4) The customer does not have the rights to alter payment terms on their own grounds. In the case of defects on delivery, the customer must address this with us as soon as is practicable.

(5) If, after completion of the contract, it becomes apparent (eg by application for opening of insolvency proceedings) that our claim to receive the agreed remuneration is in jeopardy due to lack of capability of the customer, we are obliged to not enter the contract and - if necessary after setting a deadline - entitled to rescind the contract (§ 321 BGB).

§ 4 Delivery

(1) Delivery times specified by us are calculated from the time of our order confirmation. If no or no different delivery time is specified for the respective goods, this is 4 weeks.

(2) If we are unable to comply with binding delivery deadlines for reasons for which we are not responsible (unavailability of a service), we will inform the customer immediately and at the same time notify the expected new delivery deadline. If the service is not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part; We will reimburse immediately any consideration already provided by the customer. In the case of non-availability of the service in this sense, in particular the non-timely delivery by our supplier, neither we nor our suppliers are at fault nor we are obliged to deliver in these cases and we can rescind our rights .

(3) The occurrence of our default in delivery is determined by the statutory provisions of the law. In any case, however, the customer must advise of non-delivery. If we default in delivery, the customer may demand a lump sum replacement of his damage caused by delay. The lump sum for each completed calendar week of default amounts to 0.5% of the net price (delivery value), but in total not more than 5% of the delivery value of the delayed delivered goods. We reserve the right to prove that the customer did not incur any damage or only a considerably lower damage than the above flat rate.

(4) The rights of the customer acc. § 7 of these terms and conditions and our statutory rights, in particular in the case of an issue to deliver the product or a service (for example, due to impossibility or unreasonableness of delivery and / or subsequent service and delivery), remain unaffected.

(5) We are entitled to make partial deliveries of separately usable products included in an order, whereby we bear the additional shipping costs caused thereby.

§ 5 Shipping

(1) The delivery is ex warehouse, where the place of delivery and any subsequent performance of the product occurs. At the request and expense of the customer the goods will be sent to another destination (consignment purchase). Unless otherwise agreed, we are entitled to determine the nature of the shipment (in particular transport company, shipping route, packaging).

(2) The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon handover. However, in the case of consignment purchase, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall

pass to the forwarder, the carrier or the person or institution otherwise responsible for carrying out the consignment. Insofar as an acceptance has been agreed, this shall be for the transfer of risk. For the rest, the statutory provisions of the law apply according to an agreed acceptance. The transfer or acceptance is the same if the customer is in default of acceptance. (3) If the customer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (for example storage costs).

§ 6 Retention of Ownership

(1) Until the full payment of all our present and future claims arising from the purchase contract and an ongoing business relationship (secured claims), we reserve ownership of the goods sold.

(2) The goods subject to retention of ownership may not be pledged to third parties or transferred as collateral before complete payment of the invoice. The customer must notify us immediately in writing if an application for the opening of insolvency proceedings is made or if third party access (eg debt collection) takes place on the goods belonging to us.

(3) In the event of breach of contract by the customer, in particular in the event of non-payment of the due purchase price, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and / or to demand the goods on the basis of the retention of ownership. The request for demanding the goods does not at the same time include the explanation of the resignation; we are rather entitled to demand only the goods and to reserve the right of withdrawal. If the customer does not pay the due purchase price, we may only assert these rights if we have unsuccessfully set a reasonable deadline for payment to the customer or if such a deadline is unreasonable according to the statutory law.

(4) Until further notice, the customer is entitled (ref. c below) to resell and / or process the goods subject to retention of ownership in the ordinary course of business. In this case, the following provisions additionally apply.

(a) The retention of ownership extends to the full value of the products resulting from the processing, and combination of our goods with other goods, whereby we shall be deemed to be the manufacturer. If the ownership rights remain with processing, and combining with goods of third parties, we acquire co-ownership in proportion of the invoice values of the processed, mixed or connected goods. In addition, the same applies to the resulting product as to the goods delivered under retention of ownership.

(b) The customer hereby assigns to us the claims arising from the resale of the goods or the product against third parties as a whole or in the amount of our possible co-ownership share in accordance with the preceding paragraph. We accept the assignment of these claims. The obligations of the customer mentioned in paragraph 2 also apply with regard to the assigned claims.

(c) The customer is authorized to collect the claim in addition to us. We undertake not to collect the claim as long as the customer meets his payment obligations to us, there is no defect of his capacity and we do not exercise the reservation of title by exercising a right according to Paragraph 3. If this is the case, we can demand that the customer notifies us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and notifies the debtors (third parties) of the assignment. In

addition, in this case, we are entitled to revoke the customer's authority to resell and process the goods subject to retention of ownership.

(d) If the realizable value of the securities exceeds our claims by more than 10%, we will release securities of our choice at the request of the customer.

§ 7 Warranty

(1) For the rights of the customer in the case of material and legal defects, the statutory law shall apply, unless otherwise stated below. In all cases, the statutory provisions remain first and foremost on final delivery of the unprocessed goods to a consumer, even if they have further processed them (supplier recourse in accordance with §§ 478ff BGB). Customer recourse claims are excluded if the defective goods have been replaced by the customer or another contractor, e.g. by incorporation into another product.

(2) The basis of our liability for defects is above all the agreement made on the nature of the goods. As an agreement on the condition of the goods are all product descriptions and manufacturer information that are the subject of individual contract or by us (especially in catalogs or on our website) at the time the contract was entered.

(3) Insofar as the condition of the product has not been agreed upon, it shall be judged according to the legal regulation whether a defect exists or not. However, we do not assume any liability for public statements made by the manufacturer or other third parties (for example advertising statements) to which the customer has not advised us as necessary for his purchase.

(4) The warranty claims of the customer confirms that he has complied with his statutory examination and complaint obligations (§§ 377, 381 HGB). In the case of using this product for reasons other than intended or other further usage, an examination must always be carried out immediately before processing. If there is a defect in the delivery, the examination or at any later time, we must be notified immediately in writing. In any case, obvious defects must be reported in writing within 5 working days from the date of delivery and any defects that can not be identified during the investigation within the same period from discovery. If the customer fails to properly examine and / or report a defect, our liability for the defect that is not or is not promptly or improperly notified is excluded under statutory provisions.

(5) If the delivered item is defective, we can first choose whether we provide a supplementary resolution by rectification of the defect (rectification) or by delivery of a defect-free item (replacement). Our right to refuse supplementary performance under statutory conditions remains unaffected.

(6) We are entitled to fulfil our requirements to deliver the product dependent on the customer paying the purchase price due. However, the customer is entitled to retain part of the purchase price which is reasonable in relation to the defect.

(7) The customer must give us the time and opportunity required for the required resolution, in particular to hand over the rejected goods for examination purposes. In case of replacement, the customer has to return the defective item according to the legal regulations. The resolution does not include the removal of the defective item or the replacement, if we were originally not obliged to provide it.

(8) If the resolution has failed or if a reasonable deadline to be set by the customer for the subsequent performance has expired unsuccessfully or is unnecessary in accordance with the legal provisions, the customer may withdraw from the purchase contract or reduce the purchase price. In a minor defect, however, there is no right of withdrawal.

(9) The general limitation period for claims based on defects of quality and title is one year from the date of delivery. Insofar as an acceptance has been agreed, the statute of limitations begins with the acceptance.

(10) Claims of the customer for damages or compensation for futile expenses exist even in case of defects only in accordance with § 8 and are otherwise excluded.

§ 8 Liability

(1) Claims of the customer for damages are excluded. This does not apply to claims for damages of the customer resulting from injury to life, limb, health or material contractual obligations (statutory obligations) as well as liability for other damages based on intentional or grossly negligent breach of duty by the provider, its legal representatives or vicarious agents. Significant contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract.

(2) In the event of a breach of essential contractual obligations, the provider shall only be liable for the contractually typical, foreseeable damage if this was simply caused by negligence, unless it concerns claims for damages by the customer resulting from injury to life, limb or health.

(3) The above exclusions and limitations of liability shall apply to the same extent in favor of our bodies, legal representatives, employees and other vicarious agents.

(4) The restrictions of this § 8 shall not apply if the provider has fraudulently concealed the defect or has assumed a guarantee for the condition of the item. The same applies, as far as the offerer and the customer form an agreement over the condition of the product. The provisions of the Product Liability Act remain unaffected.

§ 9 Privacy

The provider complies with the applicable data protection regulations. For more information about the data processing and the rights to which you are entitled (right to information, right to rectification or deletion, right to restriction of processing, right to object to processing, right to data portability), please refer to our privacy policy, which we present to you on your first contact.

§ 10 Applicable law, jurisdiction

(1) For these terms and conditions and the contractual relationship between us and the customer, the law of the Federal Republic of Germany applies to the exclusion of international uniform law, in particular the UN Sales Convention.

(2) If the customer is a merchant i.S.d. Commercial Code, legal entity under public law or a special fund under public law, is exclusive - also the international place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship - our registered office in 75242 Neuhausen. However, in all cases we are also entitled to bring action at the place of performance of the delivery obligation in accordance with these General Terms & Conditions or a priority individual agreement or at the general place of jurisdiction of the customer. Priority laws, especially exclusive jurisdictions, remain unaffected.