

**General Terms and Conditions of Ströber Creative Style
Kreativ-Verpackungen & Accessoires B. Ströbel
(Effective: December 2014)**

Section 1 General

- (1) For all deliveries and other performances, the following General Terms and Conditions apply exclusively.
- (2) The following General Terms and Conditions have been originally written in German, were translated into English, and the customer may download them to the internal memory and print them. Optionally, they can be requested in digital or written form at www.strobel-cs.de or via e-mail at info@stroebel-cs.de.
- (3) Should individual terms of this contract or parts of it be or become legally void, the remaining terms will continue to be valid. The contractual partners, within the reasonable scope and acting in good faith, must substitute a legally void term with a valid term that produces the same economic outcome as the legally void term, provided that this does not induce a substantial change to the contents of this contract; the same applies to issues that are not explicitly regulated and require regulation.

Section 2 Offers, Ordering Procedure, Scope of Performance and Contract Formation

- (1) Contractual offers by Ströbel Creative Style Kreativ-Verpackungen & Accessoires B. Ströbel (in the following "Seller") are non-binding. Therewith, the Seller is not obliged to perform in the event of non-availability.
- (2) The ordering procedure in the online shop is comprised of a total of 4 steps: In the first step, the customer places the article(s) into the shopping cart. In the second step, the customer provides his/her customer information including invoicing address and, if applicable, a differing shipping address. In the third step, the customer chooses the payment method to pay for the order. In the last step, the customer can verify the provided information and make changes if necessary. The ordering procedure can be cancelled by clicking the link "cancel" and return to shop. By clicking on "buy", the order is completed and a binding order was submitted.
- (3) Customers may also submit orders via telephone, in writing or in text format (e.g. by e-mail). By submitting an order, the customer releases a binding offer on the conclusion of a contract.
- (4) Upon receipt of the offer, the customer receives an order confirmation from the Seller. This order confirmation represents the binding acceptance of the offer. As a result, a sales contract is concluded between the parties.
- (5) The order confirmation of the Seller is exclusively determinative of the scope of the contractually owed performance.
- (6) Partial deliveries are admissible insofar as it is not recognisable that the customer has no interest in partial deliveries or it is not recognisable that they are unreasonable.
- (7) The documents on which the offer is based, such as images, illustrations, specified dimensions and weight, are generally considered approximate values insofar as they have not been explicitly termed as binding. In particular, product-related modifications are possible at any time.

Section 3 Prices and Terms of Payment

- (1) For orders submitted via the online shop, the prices indicated in the online shop at the respective time the order was submitted are valid. These prices depend on the respective suppliers and can thus change by the day at any time. In other respects, the prices termed as binding in the order confirmation are valid.
- (2) All prices are shown as net prices, the statutory value added tax must be added. The prices are valid ex works excluding forwarding and shipping expenses.
- (3) If the Seller incorporates modifications requested by the customer, then the additional charges arising from these modifications will be invoiced to the customer.
- (4) Payment in the online shop is usually paid in advance, except if explicitly agreed otherwise by the parties when the contract was concluded. The customer will be informed if payment is to be made in advanced and will be provided with the banking information in the order confirmation. In this case, the order is not

processed until after receipt of payment. In case of delivery against invoice, all invoiced amounts are due at the latest 30 days after receipt of the invoice and must be settled to the account of the Seller indicating the customer and invoice number. If payment is settled within 14 days, the customer is granted a 2% cash discount for early payment.

(5) In case of culpable failure to meet the payment deadline, and under reserve of the assertion of further claims, default interests will be charged at the legal rate starting at the date of the default.

Section 4 Offsetting and Reservations

Offsetting and reservations are excluded except if the offsetting claims are uncontested or have been established by law.

Section 5 Delivery Deadline

(1) Delivery deadlines are non-binding insofar they have not been explicitly termed as binding by the parties at least in text format. Meeting the delivery deadline always depends on timely delivery on part of our suppliers. If the delivery availability depends on the delivery on part of an upstream supplier, and this delivery fails for reasons for which the Seller cannot be held responsible, then the Seller is entitled to withdrawing from the contract. In this case, the customer is not entitled to compensation claims.

(2) The same applies in the event that delivery is substantially impeded or impossible due to force majeure or other events for which the Seller cannot be held responsible. Such events include, in particular: fire, flood, industrial action, interruption of operations, strikes and regulatory actions, which cannot be considered operational risks of the Seller. In the aforementioned cases, the customer will be informed about the inability to deliver immediately and any performance that has already been made will be reimbursed immediately.

(3) The method of delivery is subject to the discretion of the Seller.

Section 6 Transfer of Risk

Risk is transferred to the customer as soon as the Seller has put the goods at the disposal of the customer and has informed the customer thereof.

Section 7 Reservation of Ownership

(1) The Seller reserves ownership of the delivered goods until payment has been settled in full.

(2) The customer is not entitled to chattel mortgage or pawning of the goods.

(3) If the goods are processed or reprocessed, the reservation of ownership will extend to the new finished product. The customer acquires co-ownership to the fraction that corresponds to the ratio of value of his/her goods to the goods delivered by the Seller.

Section 8 Material Defect and Warranty

(1) Negligible deviations in colour or of the respective dimensions are not considered a material defect except if the parties have explicitly agreed otherwise in text format at least.

(2) Apparent deficiencies must be reported to the Seller by the customer within 4 weeks from the date the goods were delivered in writing or in text format. In the commercial area, the warranty rights presuppose that the customer has duly complied with the duty to inspection and objection pursuant to Sections 377 and 378 of the German Commercial Code.

(3) Defective goods must be sent to the Seller on request and at the Seller's expense.

(4) The warranty period begins on the day of acceptance, in case of partial acceptance, for the accepted partial performance.

(5) In case of complaints, warranty is limited to a substitute delivery or subsequent improvement at our discretion. Independently from the above, additional warranty provisions are valid for all goods insofar the goods have been provided with such warranty provisions by the manufacturer.

(6) In case of failure of subsequent improvements or substitute deliveries within an appropriate period of time, the customer may demand a reduction of the purchasing price or to have the contract revoked. The time limit is of at least four weeks. Subsequent improvements or substitute deliveries are considered failed if the defect has not been successfully eliminated after three attempts.

Section 9 Liability

Compensation claims from the customer are excluded. This does not apply in case of deliberate action, gross negligence, infringement of essential contractual duties of the Seller or the absence of properties warranted in writing and liability for personal injury, as well as pursuant to the (German) product liability law. A contributory negligence on part of the customer must be taken into account.

Section 10 Data Protection

(1) During the initiation, conclusion, execution and when carrying out a reverse transaction of a sales contract, the Seller collects, stores and processes data within the context of the statutory provisions.

(2) When visiting our Internet website, the IP address currently used by the customer's computer, date and time, browser type and operating system of the customer's computer and the websites visited by the customer are recorded. However, it is not possible for the Seller, nor is it his intention, to draw any conclusions on personal data from this information.

(3) Personal data that the customer discloses to the Seller when submitting an order or within the context of e-mail communication (e.g. name and contact information), is only processed for the purpose of correspondence with the customer and for the purpose for which the customer has made the data available to the Seller. The Seller only forwards this data to the haulage contractor entrusted with delivery and only to the extent that is necessary to deliver the goods. For payment processing, the payment information of the customer is forwarded to the financial institution that has been contracted for payment.

(4) The Seller assures that the customer's personal data is not otherwise forwarded to third parties, except if the Seller is obliged to do so by law or the customer has given his/her explicit prior consent.

(5) If services from third parties are used to execute and implement manufacturing processes, the provisions of the (German) Federal Data Protection Act will be observed.

(6) Personal data that was provided to the Seller via the website will only be stored until the purpose for which the data was entrusted to the Seller has been fulfilled. Where trade and tax law-related periods of retention must be observed, certain data might be stored for a period of up to 10 years.

(7) If the customer no longer consents to the storage of personal data or if the personal data has become outdated, the Seller will, upon the respective request from the customer and in compliance with statutory provisions, have the personal data of the customer deleted, corrected or locked. On request, the customer will obtain gratuitous information on all personal data about him/her that the Seller has stored. For any questions regarding the collection, processing or use of personal data, or to request information, corrections or that the data be locked or deleted, please contact: (Ströbel Creative Style, Michael-Kress-Weg 17, 91074 Herzogenaurach, Germany, Tel: (+49)(0)9132/836-1011; info@stroebel-cs.de).

(8) If the Seller refers to third-party pages (e.g. manufacturers) or provides a link to such websites, the Seller does not accept warranty or liability neither for the accuracy and completeness of the content nor for the data security on such third-party websites. Hence, the Seller recommends an individual examination of the data protection provisions offered on such websites.

Section 11 Applicable Law and Jurisdiction

(1) German law applies exclusively, under exclusion of the UN Convention of Contracts for the International Sale of Goods. Referring the consumer, this choice of law and jurisdiction is only valid insofar it is not limited by any obligatory statutory provisions by the state in which he/she resides or has his/her habitual abode.

(2) If the customer is a trader or a legal entity of public law, the place of performance and exclusive place of jurisdiction for all conflicts arising from or related to the contractual relationship is the competent jurisdiction for the domicile of the Seller (Fürth, Germany).