

## General Terms and Conditions for Ordering Online from the J. Foeldeak GmbH Online Shop

### Contracting Parties

The present General Terms and Conditions contain the terms and conditions exclusively valid between you and J. Foeldeak GmbH, Blumenstraße 17, 82538 Geretsried regarding the purchase of all products offered by J. Foeldeak GmbH within the context of its online shop, unless modified by the parties in the course of written agreements.

### Conclusion of Contract

You have the possibility to select and order products in the Foeldeak Online Shop. Presenting the goods does not represent a binding offer. The essential features of our goods on offer as well as the period of validity of temporary offers can be found in the individual product descriptions within the frame of our Internet offer. You can hit the desired products on the website and enter the corresponding number. By hitting the [Into the shopping cart] button, they will be collected in a virtual shopping cart, and by hitting the [Go to checkout] button as well as at the end of your purchase, you will receive a list of the products at their total final price including VAT. Solely the hit of the [Send order] button shall represent a binding offer pursuant to § 145 BGB (German Civil Code). Possible input errors when typing your order can be corrected anytime prior to sending the order by means of the function [Correct order].

You can access and download these General Terms and Conditions at any time on the website of the Foeldeak Online Shop. We will confirm the receipt of your order immediately via email. However, this confirmation of receipt does not represent the acceptance of the offer; we reserve the free decision to accept this offer. In the event of an acceptance of the offer, we will send you via email within two working days an order confirmation together with the provisions of contract including these General Terms and Conditions. The order will be effective upon receipt of this confirmation.

### Delivery Time and Arrears

You will find the estimated delivery time in the product description. If no delivery time is quoted, the goods will be delivered within 30 days. Shipment of the goods will be carried out – unless otherwise agreed – upon receipt of payment (bank transfer) to our account. Information about delivery times shall not be binding unless the date of delivery had been guaranteed by way of exception. If we are not able to forward the ordered goods to you within the delivery time specified by us, you will be notified immediately of the delay. If the goods ordered by you are not available, we will inform you immediately and reserve the right to withdraw from the contract and not render the services, repaying immediately the consideration, if any, already transmitted by you.

### Prices

Our prices are quoted final prices including taxes. The prices are applicable at the time of the order.

### Liability

Claims for damages are hereby excluded, irrespective of the type of violation of duties and including any tortious act, as long as there is no intentional or grossly negligent act.

In the event of any essential breach of contract, we shall be liable for every negligence, however, only up to the amount of the foreseeable, direct, average damage typical to a contract. Claims out of lost profits and unsuccessful expenses, claims for damages by third parties, as well as claims out of consequential and subsequent damages can only be raised if a characteristic of state guaranteed by us is expressly intended to protect you against such damages.

The limitations and exclusions of liability set forth in paras. 1 and 2 shall not be applicable in the case of claims originating in malicious acts on our part, as well as in the case of a liability for guaranteed characteristics of state, for claims pursuant to the law on product liability, as well as for damages resulting from the violation of life, body, and/or health.

To the extent our liability is excluded or limited, this shall also apply to our legal representatives and agents. To the extent you are a merchant, legal entity or separate property under public law, our liability shall be excluded even for grossly negligent acts of our simple agents unless this refers to a breach of essential contractual obligations.

### Warranty

Our warranty is in accordance with legal provisions, whereby you are first of all entitled, at your discretion, to claim remedy or supplementary performance, and in the event of a failure of the supplementary performance you are entitled, at your discretion, to rescind from the purchase contract or to claim abatement of the purchase price. In the event of a warranty case, please contact:

J. Foeldeak GmbH  
Blumenstraße 17  
82538 Geretsried  
Germany

Above that, you may possibly assert claims from the relevant product manufacturer derived from a warranty granted by him (manufacturer warranty), the details of which may result from the terms of guarantee that are enclosed with the appropriately delivered goods. However, we shall not be liable for such manufacturer warranties.

### Conditions of Payment

The purchase price shall immediately be payable upon receipt of the order confirmation (by bank transfer to our account). The banking data will be disclosed together with the order confirmation.

Please do not fail to specify the number of the order confirmation when filling in the bank transfer.

### Shipping Costs

Shipping costs will be charged for deliveries within Germany as well as to all other EU member states. You will be informed in each individual case of the amount of the respective shipping costs, which shall be generated from the target country as well as the weight and measurements of the package.

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### Reservation of Ownership

Until fully paid, the goods remain our sole property.

### Cancellation Instructions

#### Right to Return

You shall have the right to return the goods received without giving reasons within two weeks by sending the goods back. The period shall begin to run at the earliest with the receipt of the goods and these instructions. Only in the event of goods that cannot be shipped as a packet (i.e. in the case of bulky goods), you shall have the right to declare the return also by request of return in writing, e.g. via letter, fax or email. The observance of the period shall be fulfilled if the goods or the request of return have been dispatched in time. You shall bear the return costs if the delivered goods are consistent with the ordered goods. Otherwise, the return shall be free of charge for you. The return or the request of return shall be addressed to:

J. Foeldeak GmbH  
Blumenstraße 17  
82538 Geretsried  
Germany

#### Implications of Return

In the case of a valid return, the services received on both sides and possible uses (e.g. usage benefits) shall be returned. In the event of a deterioration of the goods, value replacement can be claimed. This shall not be applicable if the deterioration of the goods can exclusively be attributed to their examination – such as would have been possible in a store. Moreover, you can avoid the obligation for value replacement by not handling the goods like a proprietor and by refraining from everything that might impair their value.

If Foeldeak bears the costs for the return, we will send you a packing slip (return voucher) with which you can carry out the returns.

### Data Protection

The data necessary for the execution of the contract between you and our firm are saved by us and can be accessed by you at any time.

### Final Provisions

These General Terms and Conditions as well as the entire business relationship between you and our firm shall be governed by the laws of the Federal Republic of Germany, with the exception of conflict laws and UN Purchase Law. When dealing with final consumers within the European Union, the laws applicable at the residence of the final consumer can also be effective, if it concerns mandatory provisions for the protection of the final consumer.

To the extent you are a merchant, legal entity or separate property under public law, Wolfratshausen, Germany, shall be exclusive venue of court regarding all disputes arising directly or indirectly from this contractual relationship.

Should any provision of these General Terms and Conditions or a provision within the context of other agreements be or become null and void, the validity of the remaining provisions or agreements shall not be affected thereby.

Status: January 2011

J. Foeldeak GmbH  
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Germany