

General Terms and Conditions (GT&Cs) of Jannis Faupel AG

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The German original of this English translation is the legally binding version.

1. General

The GT&Cs apply to all services and products provided, delivered and sold to the Customer by Jannis Faupel AG (hereinafter referred to as the "Provider").

By filling out and sending the order for the corresponding products or utilizing the Provider's services, the Customer accepts these conditions.

The Provider shall not accept special or general contract conditions contrary to these GT&Cs and such do not apply to the relationship between the Provider and the Customer. Deviating regulations only apply and supersede these GT&Cs if the Provider and the Customer expressly agree on them in writing.

2. Conclusion of the Contract

The contract between the Customer and the Provider shall be concluded by means of an agreement or informally by ordering the products or utilizing the services. The content and scope of the services are based on these GT&Cs or any potential individual agreements.

Proposals, unless they are fixed-term, shall remain non-binding until the conclusion of the contract, in particular with respect to the prices, delivery obligations, quantities and times.

3. Prices

Prices, unless otherwise agreed upon, are in Swiss Francs (CHF). The Provider's valid list prices on the date of delivery apply.

4. Deliveries and Services

Place of fulfillment is the Provider's seat. Upon transfer of the goods to the postal service or package delivery service, the freight forwarder, but, at the latest, when the goods leave the company building, the transport risk is transferred to the Customer. The packaging and shipping costs shall be billed to the Customer unless otherwise expressly agreed upon.

The Provider shall execute the provided services to its best ability. The Provider has the right, at any time, to change the type, scope, price, purchasing conditions and procurement channels of the services it provides and to completely refuse to provide services in the event of default on payment or other breaches of duties.

5. Delivery Dates

Specific delivery dates are, in principle, not agreed upon. Specified delivery dates serve only as orientation. The Customer is obligated to receive the delivered goods.

If the Provider cannot fulfill its delivery obligations due to operational interruptions, workforce shortages, strikes, internal procurement failures, fire damage, military conflicts, administrative measures, significant changes to the currency exchange rates

or as a result of force majeure, the Provider shall be released from the obligation to deliver.

The Customer can only make a claim for compensation of damages for delayed or postponed deliveries if it can be proven the Provider acted with gross negligence or intent. If the Provider is obligated to pay compensation of damages, the amount of the liability is limited to the net invoice amount. Lost profit, consequential damages and damages incurred by third parties as well as personal or material damages shall not be compensated.

6. Customer Obligations

The Customer is obligated to pay the agreed upon fee.

Furthermore, the Customer is obligated to take every precaution so the Provider can provide its services to the Customer. Depending on the circumstances, this includes providing suitable information and documents to the Provider.

If online services or online sales are utilized, the Customer must pay the entire invoice amount in advance. Payments are accepted via credit card via PayPal, a suitable PayPal account or per invoice.

In all other cases, the invoice amounts, unless otherwise agreed upon in writing, are payable within no more than 30 days after the invoice date. Offsetting payments based on counterclaims from the Customer is not permitted. Also in these cases, the Provider reserves the right to only provide its services or deliver goods in return for advance payment without providing grounds.

After the 30-day grace period, the Customer shall go into default. The Provider shall bill the Customer for default interest in the amount of 5% of the purchase price, notwithstanding additional rights. The Customer shall go into default when this period is exceeded without requiring a warning notice.

7. Withdrawal

Withdrawal from the contract is possible at any time during the provision of services. A withdrawal must always be executed in writing. In the event of a withdrawal, the Provider shall bill the Customer for services already provided. In addition, an administrative fee of CHF 150.00 shall be due.

Return shipments in the event of incorrectly delivered products or the Customer is not satisfied are permitted within 14 days of receiving the goods. The Provider must be notified in writing in advance in this case. In addition, the Customer must inform the Provider of the reason for the return shipment. After the deadline has passed, return shipment is no longer possible. The goods must be packaged in the original packaging and unopened when returned to the Provider. In the event of return shipment due to incorrectly delivered products, the shipping costs shall be paid by the Provider. In all other cases, the Customer shall pay the shipping costs.

8. Warranty

The Provider ensures the products sold shall be transferred free of material and legal defects. Furthermore, the Provider strives to offer a high degree of professional services.

No liability is assumed for the statements and information in the Provider's advertisements and proposals. The Provider does not provide any guarantee for the objective to be achieved. The Provider merely ensures the provision of the promised services in accordance with industry-standard diligence. The Provider offers no guarantee that information provided (both verbally and in writing) are current and correct.

Any product defects must be reported to the Provider immediately, no later than within 3 days, in writing or via e-mail. The warranty period for customers who acquire the goods in the framework of their business operations, is 2 years from the date of delivery. The warranty period begins upon delivery to the Customer. The Provider is not liable for damages caused to the products after the delivery due to non-compliance with the Provider's operating and care instructions or due to misuse or improper use. The Customer is obligated to prove that the goods were defective at the time of delivery. If the Customer asserts a valid warranty claim, the Provider can either choose to rectify the defect by repairing the product, delivering replacement goods or reimbursing the purchase price. Further claims due to defective delivery, in particular, claims for compensation of damages by the Customer, including lost profits or due to other property, personal or material damage, are excluded unless the damage was the result of intent or gross negligence on the Provider's part.

The Provider calls the Customer's attention to the fact that, in several cases, it is acting merely as a sales agent. In this case, any warranty claims shall be waived in full and the Customer shall contact the manufacturer of the goods directly.

The Provider rejects any liability and guarantee that might be incurred by the Customer in conjunction

with the provision of its services (in particular with respect to potential false consultation) if the breaches of due diligence are slightly or moderately negligent. Liability for subsequent damages and collateral damages is excluded in any case.

9. Intellectual Property Rights

Any potential content of the services provided by the Provider are protected by copyright. The use and payment of the services by the Customer does not result in the transfer of intellectual property rights.

10. Data Protection

The Provider shall implement all reasonable measures to protect any data it stores. Access by third parties at the Provider or a contract partner of the Provider to stored data does not result in the Provider and its contract partners being liable.

The Provider uses customer data for the contractually and legally-compliant fulfillment of the offered services, for maintaining customer relationships and submitting proposals.

The Customer herewith agrees, in full, to the storage and use of its data by the Provider. The Customer can prohibit the use and processing of its data for marketing purposes.

11. Severability Clause

If individual provisions of these GT&Cs are invalid or unenforceable or become invalid or unenforceable after the conclusion of contract, the effectiveness of the remaining portions of these GT&Cs remains unaffected. The invalid or unenforceable provision shall be replaced by a provision that is valid and enforceable and which comes closest to the financial objective the contract parties were pursuing with the invalid or unenforceable provision.

12. Applicable Law, Jurisdiction

The GT&Cs and the legal relationship between the Provider and the Customer are subject to Swiss law. The sole place of jurisdiction is the Provider's seat.