

General Standard Terms and Conditions of Preuss & Knorr GbR (last updated: 13.08.2009)

Contracts concluded with Preuss & Knorr GbR via this website are subject to the following terms and conditions:

1. Preamble

The following terms and conditions apply to all business activity between Preuss & Knorr GbR and the customer. The version is valid that is applicable at the time the contract was concluded. Agreements which deviate, supplement, or are in opposition to the general terms and conditions of business will not be considered to be part of the contract, unless their validity is explicitly agreed to in writing.

2. Conclusion of the Contract

a) Our offers are subject to change without notice. We also reserve the right to make technical modifications and other changes as long as they are reasonable.

b) By placing an order the customer makes a legally binding offer to contract. We will immediately confirm receipt of the customer's order. Confirmation of receipt does not require us to accept the order. However, confirmation of receipt can be made together with the declaration of acceptance.

c) We are entitled to accept the contractual offer which is part of the order, for a period of three business days after receipt.

We are entitled to reject the order after examining the creditworthiness of the customer if necessary.

We are entitled to limit the size of orders if the order exceeds the usual quantity.

d) The conclusion of the contract is based on our reserved right to delay delivery or make only partial deliveries in cases where our suppliers do not deliver in a proper or timely fashion.

The customer will be informed immediately if orders are not available or only partially available. Any advanced payment will be promptly refunded.

e) The wording of the contract is stored digitally by us and sent to the customer via e-mail after the contract is concluded along with the terms and conditions that take effect.

3. Instructions on Right of Return

Right of Return

You have the right to return the goods without stating reasons by sending them back to us within four weeks of delivery. The four-week period begins at the time of receipt of these instructions in text form (e.g. as a letter, fax, e-mail), however not before the consignee has received the consignment (in the case of repeat deliveries of goods of the same kind not before receipt of the first part delivery) and also not before we have discharged our duty to provide information pursuant to Section 312c para. 2 BGB (German Civil Code) in conjunction with Section 1 para. 1, para. 2 and para. 4 BGB-InfoV (German Civil Code Information Ordinance) as well as our duties pursuant to Section 312e para. 1 sentence 1 BGB (German Civil Code) in conjunction with Section 3 BGB-InfoV (German Civil Code Information Ordinance). Only if it is not possible to return the goods as a parcel (e.g. bulky goods), return shall be deemed to have legal effect by submitting the request for their return in text form. The period of time has been complied with provided that the goods are returned or their return requested within the time period. Returns are in all cases at our expense and risk. Return consignments or requests for returns are to be sent to:

Preuss & Knorr GbR | Pankstr. 8–10 K | 13127 Berlin | Germany

Fax: +49 (0)30 – 47 48 66 20 11

E-mail: info@preussknorr.de

Should you request that the goods be taken back, they will be collected from your premises.

Consequences of returning goods

In the event that the goods are returned with legal effect, the considerations received by each party shall be returned and any uses obtained (e.g. benefits of use) surrendered. Compensation can be demanded in the event of deterioration of the goods. This shall not apply if deterioration of the goods is entirely attributable to their examination – as for example would have been possible in a retail outlet. In other respects you can avoid the duty to render compensation based on deterioration arising from normal intended use of the item by not using the goods as if they were your own and desisting from anything that impairs their value. Goods can be returned free of charge. Consignments that cannot be sent as a parcel will be collected at your address. Obligations to return payments must be fulfilled within thirty

days. For you this period begins on the date of dispatch of the return consignment or of the request for return, for us on the date of receipt of the return consignment or of the request for return.

End of Instructions on Right of Return

Notes:

- a) For your convenience, we will enclose a prepaid return label with every consignment sent from our Berlin depot to a consignee in Germany to enable you to return consignments to us free of charge via Deutsche Post / DHL. Use of the return label is voluntary; as an alternative you have the right to return the consignment via the postal service. Parcels dispatched from our sub-depots do not contain such a return label. In such a case, please return the parcel. The postage you incur will be reimbursed or offset against any outstanding payments due to us.
- b) We ask our customers domiciled outside the European Union to understand that, irrespective of the value of the goods, we are unable to reimburse them for the cost of a consignment returned from a state outside the European Union.
- c) No Right of Return pursuant to No. 3 exists if the goods were manufactured to your specifications or were explicitly customised for your specific needs.

4. Guarantee

The guarantee is based on the provisions of the Bürgerliches Gesetzbuch (German Civil Code) that are applicable and valid. In the case of a defect, we reserve the right first to provide subsequent performance by remedying defects or delivering a good in perfect condition. This shall not apply if we have already refused to remedy the defect or we cannot reasonably be expected to remedy the defect on other grounds. Please specify the defect when you return goods to us.

5. Damages

No claims for damages on the part of the buyer will be recognised if they exceed the statutory guarantee unless the seller acted with intent or gross negligence or the seller infringed a cardinal duty (breach of contract) or the damage or loss was due to fraudulent misrepresentation or the absence of warranted features.

6. Terms of payment

We offer a number of forms of making payment. These include invoice, credit card (MasterCard, Visa), PayPal. We ask you to understand that we reserve the right to refuse the form of payment proposed by you and in such a case will propose an alternative form. You have the right to accept or refuse this alternative.

DATA PROTECTION: If you have chosen the option of paying by invoice, we reserve the right to obtain a credit rating from SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden prior to accepting the contract.

7. Data Protection, Collection, Processing, and use of Personal Information of our Customers

a) The customer has been adequately informed as to the type, extent, location, and purpose of collection, the processing and use of personal data which is required for the execution of orders, and his right to refuse the use of his anonymous user profile for the purpose of advertising, market research, or for the design of the service according to customer demands (see "Data Protection").

b) The customer gives his express consent to the collection, processing, and use of his personal data. He shall have the right to revoke such consent at any time with immediate effect on future use (see information regarding "Data Protection").

8. Prices

Prices are in Euro and include 19% value-added tax.

9. Delivery

Consignments will be delivered to the address indicated in the invoice or delivery address field. Please send us an e-mail if you require delivery to a different address. We reserve the right to make deliveries in instalments.

10. Retention of title

We reserve title to the subject matter of purchase until the purchase price has been paid in full. The customer shall inform us without delay of any enforcement measures by a third party against the goods subject to retention of title and submit the documents relevant for intervention without delay; this shall also apply in the case of restrictions of any other kind. Irrespective of the aforesaid, the customer shall notify the third party in advance of rights existing in respect of the goods.

11. Other provisions

The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. The contract is governed by German law. We draw your attention to the fact that in the event that any provisions of these terms and conditions or of the contract concluded with you are without legal effect in full or in part this shall not affect the validity of the contract as a whole. In the event that the customer does not have a general place of jurisdiction in either Germany or another state that is a member of the European Union, the place of jurisdiction for any and all disputes arising from this contract is our domicile.

Contact

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