

# Preamble

Contractual language is German. In any case of dispute, only the German original is legally binding.

## §1 Basic Provisions

(1) These Terms and Conditions shall apply to all contracts between **GALLAY Jewellery & Services, Jens Gallay, An der Pastoa 13, 03042 Cottbus, Germany** (hereinafter referred to as the Supplier) and a **Customer** (hereinafter referred to as the Customer), unless an amendment (in writing) has been agreed on between the parties. Deviating or conflicting terms and conditions are only effective with the express consent of the supplier.

(2) The supplier offers his goods only for purchase, insofar as the customer is a natural or legal person or a corporation and at the closing of this contract is acting in execution of his commercial or independent professional activity (entrepreneur) and only to the extent that he/she not the final consumer is nor the goods in his/her independent professional, commercial, administrative or official activities as a final consumer uses. A purchase agreement with consumers is precluded!

(3) The contract language is German. The contract text is not stored at the supplier and is no longer accessible for the customer after sending the order. The customer can print out the contract text via the print function of the browser or digitally save it on an appropriate device before submitting the order.

## §2 Contract Conclusion

(1) The merchandise offers from the supplier on the Internet do not constitute a binding offer for a sales contract, but an invitation to submit an order (purchase offer from the customer). The customer can place this order by telephone, in writing, by fax, by e-mail or via the online ordering system. When purchasing via the online system (shop), it is important to note: All items intended (selected) for purchase are stored in the "Shopping cart". The customer can access the shopping cart through the appropriate button in the navigation bar and make changes at any time. After selecting the payment and shipping conditions, proceeding to the "Order" page and entering the required data, the order is displayed in its entirety. Before submitting the order, the customer has the option of reviewing all details, changing (also via the "back" function of the Internet browser) or canceling the purchase. By transmitting the order form via the corresponding button, the customer now submits the binding offer to the supplier. The customer first receives an automatic email about the receipt of an order offer, which does however, not yet lead to the contract conclusion.

(2) Acceptance of the offer (and hence the contract conclusion) shall in any case be by confirmation in textual form (e.g. email), in which the processing of the order or the delivery of the goods is affirmed to the customer - or by shipping the goods. If the customer has neither received an order confirmation or notification about the shipment nor the merchandise itself within 5 days, the customer is no longer bound to this order. In this case, any payments already made shall be reimbursed immediately.

## §3 Product Prices, Payment Terms and Shipping Cost

(1) The prices listed in the respective offers are net price. They do not include the statutory VAT. The shipping costs are calculated separately, depending on expense. Further information can be found in the menu, in the "Help & Info" section under "Delivery Terms B2B" and "What does Dropshipping cost?", respectively.

(2) If the goods are to be delivered to non-EU countries, additional duties, taxes or charges may be due - payable by the customer not to the supplier, but to the customs and tax authorities responsible there. The customer is advised to inquire about the details with the customs or tax authorities, before placing an order.

(3) The payment options offered are dependent on the order type and the country of delivery and are displayed in the selection field "Payment methods".

(4) Invoices by the supplier are due for payment immediately, insofar as no other payment term is stated on the invoice. The deduction of discounts is only permitted, if this is expressly stated so on the invoice.

## **§4 Terms of Delivery**

(1) The estimated delivery period is stated in the description of the merchandise and on the order confirmation. Delivery dates and times are only binding, when confirmed by the supplier in writing. In the payment method "Prepayment by Bank Transfer", the dispatch of the goods takes place only, after receipt of the complete purchase price and the shipping cost(s) in the supplier's account.

(2) Should a product ordered by the customer, contrary to expectations, not be available in spite of the timely completion of an adequate cover transaction and for reasons beyond the supplier's control, the customer will be immediately informed of the non-availability. In the event of a thereupon ensuing withdrawal, payments already made are immediately reimbursed.

(3) Shipping is at the risk of the customer. If the customer so desires, the shipping is carried out with an appropriate transportation insurance, whereby the resulting costs are to be borne by the customer.

(4) Part deliveries are permissible and can be invoiced independently by the supplier, provided that the customer is not thereby burdened with additional costs for the shipments.

## **§5 Return Policy**

(1) All products offered on the website can be returned within 7 days of receipt. The returned merchandise must be - in an undamaged and faultless condition - in the original packaging. For the handling of returns, the supplier calculates a lump-sum of 1% of the net value of the returned items (this does not apply to warranties - legal rights of the customer thereof remain unaffected and are not restricted). The shipping costs for delivery/return are always at the customer's expense. Payments made will be refunded within 30 days.

## **§6 Dropshipping**

(1) The supplier offers the direct shipments of merchandise (Dropshipping) to end users. The service includes:

- \* The storage of the purchased merchandise until shipment
- \* Accepting of the DropShip order by e-mail
- \* Capturing of the delivery address of your customer in the shipping software
- \* Check and print of shipping documents (delivery note, shipping sticker)
- \* The packaging of the merchandise
- \* The shipping material (cardboard, letter, filling material, etc.)
- \* Shipping charges for packages, value letters or registered mail
- \* Processing of returns from end users
- \* Investigations on missing or lost shipments

(2) In order to designate merchandise for direct shipment to an end user within the scope of the order the customer has placed (§ 2 para. 2 of the GTC), "DropShipping" must be selected from the list below the selected payment method in the shopping cart. In this case, the supplier will charge no shipping costs, but the Dropshipping fee (§ 6 para. 4 of the GTC) applicable to the merchandise. When this option is selected, the merchandise will not

be shipped to the customer. With the selection of the "DropShipping" option, the supplier proposes to the customer a binding offer for the direct dispatch to the final consumer.

(3) The merchandise is shipped in the name of the customer - within one working day and addition of a delivery note - to the indicated delivery address.

(4) The Dropshipping fee for the respective merchandise results from the overview table "Dropshipping Fees". The listed fees are net prices including shipping. They do not include VAT. The fee includes all services pursuant to § 6 para. 1 of the GTC. Prices for special packaging (for example, gift wrapping) are not included and are charged - if so ordered by the customer - depending on the expenditure.

(5) When using Dropshipping, the payment for the merchandise and the Dropshipping fee is possible via the SEPA-Corporate-Direct Debit Procedure. Should there ever be any return transactions via the SEPA-Corporate-Direct Debit Procedure - is the supplier entitled to refuse all further DropShipping orders. The billing for Dropshipping orders happens at least once a week, the collection of the resulting claims at the earliest on the third working day after billing.

(6) In the case of the effective exercise of the right of revocation by a end customer (consumer) and return of the goods to the supplier, the supplier refunds the selling price (minus possible impairments to be taken into account within the scope of the revocation right). The supplier will not reimburse the DropShipping fee as well as any back and forth shipping costs for the merchandise (in case it has to be reimbursed by you towards the end customer). The credit will be within 14 days either set off against demands from new dropshipping orders or transferred back upon request.

(7) The supplier informs hereby, that, if a customer sells products outside of the internal e-commerce solutions offered by the supplier, no guarantee will be given as to whether a product the customer has sold is still available at the time of the (subsequent) order with the supplier. The supplier gives such a guarantee - due to the direct data linkage - only, when the product has been sold via his internal e-commerce solutions.

(8) The supplier is not liable for delivery delays or for losses, after handing over of the merchandise to the commissioned delivery company, but only for gross negligence in the selection of a company suitable for the delivery service.

## **§7 Usage License for Photos and Product Descriptions**

(1) For the merchandise offered by him, the supplier creates product photographs and provides German- / English-language article descriptions.

(2) For a one-time, immediately payable fee - the amount of which can be found on the "Product Data & Image License" page - the customer can purchase a simple usage license to use these images and product descriptions. The customer shall then, after receipt of payment, receive an express license confirmation by e-mail.

(3) This license is valid only for the Internet address (domain), which has been confirmed by email. The supplier (upon request) will decide, whether an additional license is required for additional domains. This license is not applicable to print media, especially to printed catalogs, and not to offers for sale of merchandise in countries or languages, which are expressly excluded on the "Product Data & Image License" page. Images shall only be used in the original, either as a link pointing directly to the provider's server or as a 1:1 copy of the original. It is not permitted to graphically alter image files - that is, to cut it, to reduce it, equip it with the customer's logo or otherwise edit it later somehow and then publish it. Percentage reductions of the images by webbrowsers as well as the use of the product descriptions are allowed. On all XL-images, the "G"-logo of the supplier must be always recognizable in the upper right corner.

(4) This license is not transferable to third parties.

## **§8 Provision of Services**

(1) As far as services are the object of the contract, the supplier owes the individual performances resulting from the product description. These will be performed by the provider to the best of his knowledge, either personally or by third parties. A definite result is not owed. The customer is obligated to cooperate, insofar as further information must be made available to the supplier for the provision of the service. Unless otherwise stated in the article description, the service shall be provided within 3 days after conclusion of the contract (in any case only after full receipt of the service fee).

## **§ 9 Warranty**

(1) The warranty period is one year from delivery of the merchandise. The one-year warranty period does not apply to damages caused by a breach of life, body or health, gross negligence, deliberate damage or misrepresentation by the supplier, as well as in the case of recourse claims pursuant to §§ 478, 479 German Civil Code.

(2) Only the supplier's own information and the product description are deemed to be agreed upon, but no advertising, promotions or other public statements by the manufacturer.

(3) The customer is obliged to inspect the goods immediately and with due diligence for quality and quantity deviations and to notify the supplier in writing about obvious defects within 7 days from receipt of the merchandise. Timely dispatch is sufficient to meet the deadline. This also applies to later discovered hidden defects from the time of discovery. In case of violation of the obligation to examine and notify the supplier, any assertion of warranty claims is excluded.

(4) In the case of defects, the supplier shall, at his discretion, remedy the situation by repair or replacement delivery. If a defect correction attempt fails twice, the customer may, at his discretion, demand a reduction of the purchase price or withdraw from the contract altogether. In the case of a rectification attempt, the supplier shall not bear the increased costs resulting from the shipment of the merchandise to a place other than the place of delivery, provided that this shipment does not correspond to the intended use of the merchandise.

## **§10 Lien, Retention Rights**

(1) The customer can only exercise a right of retention, as far as it concerns claims from the same contractual relationship.

(2) The supplier retains the title on the merchandise until the complete settlement of all claims arising from the current business relationship. Prior to transfer of ownership, a pledging or security transfer of title of the merchandise is not permitted.

(3) The customer can resell the goods in the ordinary course of business. In this case, he already cedes all claims up to the invoice amount, which are due to him from the resale, to the supplier accepting the ceding. The customer is authorized to collect these claims himself. If, however, he does not properly fulfill his payment obligations to the supplier, the supplier reserves the right to collect such claims himself.

(4) In case of connecting and mixing of the reserved merchandise, the supplier acquires co-ownership of the new item in the ratio of the invoice value of the reserved merchandise to the other processed objects at the time of the amalgamation.

(5) The supplier obliges to release at the customer's request the collateral which is retained by him, insofar as the realizable value of the retained collateral exceeds the claim to be so secured by more than 10%. The choice of the collaterals to be released is incumbent upon the supplier.

## **§11 Liability**

(1) The supplier shall be liable in full for damage resulting from injury to life, body or health, in all cases of willful intent and gross negligence, in a case of the malicious concealment of a defect, at acceptance of the guarantee for

the condition of the purchased item, defects under "The Product Liability Act" and in all other legally regulated cases.

(2) Insofar as essential contractual obligations are concerned, the liability of the supplier in case of slight negligence is limited to the foreseeable damage typical for the contract. Essential contractual obligations are significant obligations which arise from the nature of the contract and whose violation would jeopardize the attainment of the purpose of the contract as well as obligations which the contract imposes upon the supplier according to its content to achieve the purpose of the contract and on whose observance the customer may regularly rely.

(3) In case of breach of non-essential contractual obligations, the liability for negligent breach of duty is excluded.

(4) According to the current state of the technic, it can not be guaranteed that data communication over the Internet is without errors and/or at any time available. The supplier therefore is not responsible for the continuous or uninterrupted availability of his website and/or the offered services.

## **§12 Choice of Law, Place of Implementation, Jurisdiction**

All agreements between the supplier and the customer are subject to German law with the exclusion of the UN purchase law. Place of implementation as well as jurisdiction is the place of business of the supplier.