

General terms and conditions of fabrikado GmbH

1. Scope of application

1.1. Our following general terms and conditions (hereinafter referred to as "T&Cs") apply to all offers, deliveries and services based on orders from our customers via our fabrikado online platform (hereinafter referred to as the "online platform").

1.2. Terms and conditions of our customers do not apply, even if we have not objected to their validity separately.

2. Contract conclusion

2.1. Our offers on our online platform are non-binding and subject to alteration; they merely represent a request to submit offers.

2.2. By placing an order on our online platform, which requires the user to log in and accept our general terms and conditions beforehand, our customer submits a binding offer to purchase the product concerned. The customer is bound to the offer until the end of the third business day following the date of the offer.

2.3. We will immediately send the customer an email confirmation of receipt of the offer, which represents the acceptance of the offer, upon receipt of the offer. If an order proves to be not technically feasible or unable to be carried out under economic aspects, we are entitled to revoke our confirmation within a period of 3 days.

2.4. In the case of orders which stipulate a delivery to a third party, the purchaser shall be deemed to be the customer. If the third party gains by accepting and using the delivery, the purchaser and the third party shall be jointly deemed to be the customer. By placing the order, the customer assures that it has the consent of the third party.

2.5. Supplementary agreements, amendments and additions to the contract are only valid if we confirm these in writing. In order to comply with the written form in this regard, as long as our T&Cs stipulate the written form, transmission by email is always sufficient.

3. Right of cancellation

If our customers are enterprises in accordance with § 14 of the German Civil Code (BGB) and are exercising their commercial or independent activity when the contract is concluded, there is no right of cancellation according to §§ 312 g, 355 BGB. Furthermore, there is no right of cancellation when supplying goods which are not pre-fabricated and whose production is subject to an individual selection or stipulation by the customer or which are clearly tailored to the personal needs of our customer. If our customers are not enterprises and if the prerequisites of the preceding clause are not fulfilled, they are entitled to cancel according to the following provisions:

Cancellation policy:

You may cancel this contract within 14 days without giving reasons. In order to comply with the deadline, a clear statement (in particular in writing or email) to Fabrikado GmbH is necessary to the effect that the contract should be cancelled. For a written cancellation, the cancellation form accessible via our online platform can be used. You can also give us your own clear explanation instead of using the template. The cancellation period shall be 14 days from the day on which you or an instructed third party, which is not a carrier, take or takes possession of the goods (or the last goods, the last part delivery or the last item in the case of a contract for several goods of a single order or the delivery of goods in several part deliveries or items). In order to meet the cancellation deadline, it is sufficient to send the cancellation off in time. The cancellation must be sent to: fabrikado GmbH, Vogtshalde 5, 72336 Balingen, Tel: +49 7433 937210, email: info@fabrikado.com.

Cancellation consequences:

If you cancel this agreement, we must pay you back all the payments we have received from you, including the delivery costs (except for the additional costs resulting from the fact that you have chosen a different type of delivery than the standard delivery offered by us), immediately and at the latest within a period of 14 days from the date of receipt of the notice of withdrawal. For this repayment, we will use the same means of payment you used for the original transaction, unless something different was agreed. We do not charge any fee for the repayment. We may refuse repayment until we have recovered the goods or until proof is provided that the goods have been returned to us, whichever is earlier. The goods must be returned to us immediately and in any case at the latest within 14 days from the date on which we were informed about the cancellation of the contract. The deadline is met if you send the goods before the 14-day period expires. You have to bear the regu-

lar costs of the return if the delivered goods correspond to those ordered and if the price of the returned goods does not exceed EUR 40.00 or if, at a higher price of the goods at the time of the cancellation, the consideration or a contractually agreed partial payment has not yet been provided. Otherwise, the return is free of charge. Goods that cannot be sent as a package will be picked up at your premises. For a possible loss of value of the goods, you only have to pay if this loss in value is attributable to handling which is not necessary for the purpose of checking the quality, property and function of the goods. If, as a result of your request, Fabrikado provides services during the course of the cancellation period, you must pay an appropriate remuneration for this.

4. Prices, payment, surety

4.1. Our prices are inclusive of packaging, shipping to a delivery address in the Federal Republic of Germany and the statutory turnover tax. Fees for payment methods, shipment to several delivery addresses, customs duties and similar charges, for which our customer is responsible, are not included.

4.2. We deliver against payment in advance, credit card payment, PayPal payment and immediate transfer, in each case against an invoice. The invoice will be sent by email and may also be included in our acceptance. In the case of payment by credit card, our customer's credit card account is charged on submission of the offer by the customer. We do not accept cheques or bills of exchange.

4.3. A payment is deemed to have been made only if we can disclose of the amount.

4.4. For all orders, we can ask for a reasonable advance payment or assurance, e.g. by guarantee or credit card.

5. Submission of information, supplies

5.1. Our customer is fully liable for the correctness of information, drawings and other data sent to us. This also applies if data transmission or data carrier errors are present, but for which we are not responsible. In the case of data transmissions, the customer must use state-of-the-art protection programs against computer viruses before transmission. Our customers are solely responsible for backing up data. We are entitled to make copies of the information, drawings or data.

5.2. Supplies of all kinds by our customer or by third parties engaged by the customer, are not subject to any testing obligation on our part. This does not apply to apparently unprocessable supplies or non-usable information, drawings or data.

6. Order changes

6.1. Changes made to an order after our acceptance by the customer will be invoiced at a flat rate of EUR 25.00 (including VAT), unless otherwise agreed in writing. A change to an order also includes any change to the order data, such as the invoice recipient, the delivery address, the shipping method or the payment method.

6.2. We are entitled to carry out any necessary changes to the information, drawings or data provided to us without consulting with our customer, if this is in the economic interest of our customer or contributes to complying with the completion date of the order. Such work will be calculated by the respective time spent on it.

7. Deliveries, partial deliveries, force majeure

7.1. The delivery date stated in our email confirmation is not binding and in case of payment in advance or immediate transfer is calculated from the receipt of the invoice amount to our account. Monday to Friday count as working days.

7.2. We are entitled to partial deliveries of separately usable products included in an order, whereby we bear the additional shipping costs caused by partial deliveries.

7.3. We shall not be liable for the impossibility of delivery or for other delays caused by force majeure, for which we are not responsible. Insofar as such events render the delivery or service considerably more difficult or impossible and the hindrance is not only of a temporary nature, the customer is entitled to withdraw from the contract. In the case of events of a temporary nature, the delivery or performance period shall be extended by the period of the hindrance. If, as a result of the delay, the customer cannot be expected to accept the delivery or service, it can withdraw from the contract by sending us an immediate written declaration. If the hindrance persists for longer than one month, the customer is entitled to withdraw from the contract with regard to the part of the contract which has not yet been fulfilled after a reasonable grace period. If the delivery time is extended or if we are released from our obligation, the customer can-

not derive any compensation claims from this. We can only invoke hindrances if we have notified them to the customer immediately after they have occurred.

8. Refusal to accept

If our customer refuses to accept deliveries or services without authorisation, we will apply a VAT-free charge for compensation to the amount of EUR 50.00. The customer has the option of providing evidence of lesser damage. We are entitled to assert a proven higher level of damage. In addition, the invoice amount is owed.

9. Shipping, transfer of risk, place of performance

9.1. In the absence of any other pre-agreed agreement in writing, we shall determine the appropriate mode of shipment and the transport company at our discretion.

9.2. The risk shall pass to the customer at the latest upon handover of the delivery item to the freight forwarder, haulier or other third parties specified to carry out the shipment (hereinafter referred to as the "transport company"). This also applies to partial deliveries. If the shipping or handover is delayed at the request of the customer or as a result of a circumstance for which the customer is responsible, the risk is transferred to the customer with the ready-to-ship notice. Storage costs after transfer of risk shall be borne by the customer. When stored by us, the storage costs are 1% of the invoice net price of the delivery items to be stored per week. The customer is entitled to provide evidence of lower storage costs, just as we are entitled to provide evidence of higher storage costs.

9.3. The place of performance for all obligations arising from the contractual relationship is Balingen.

10. Customer's duty to inspect and give notice

10.1. If our customer is an enterprise in accordance with § 14 BGB, it must notify any loss or damage to the delivery item to the transport company according to § 438 of the German Commercial Code (HGB). In the case of externally identifiable damages or shortfalls, this notification must be given at the latest upon delivery by the transport company, otherwise (in the case of hidden defects) within seven days from delivery. The notification must identify the damage sufficiently clearly. A notice of claim after delivery is to be made in text form. To meet the deadline, it is sufficient to send the notice in good time.

10.2. If our customer is an enterprise in accordance with § 14 BGB, it must inspect the delivered goods immediately after delivery to its premises or to the third party stipulated by it. The delivered goods shall be deemed approved if, in the case of obvious defects, which were recognisable at the time of immediate and careful investigation, within seven working days after delivery or otherwise (in the case of hidden defects) within seven working days after discovery of the defect, no notification in written form, also by email, has been received.

11. Warranty

11.1. If the goods delivered reveal a material defect, we are entitled, at our discretion, to remedy the defect or supply defect-free replacement goods. Minor deviations from the final product to samples (even if they were produced by us), to other orders or individual items from a delivery do not represent material defects and cannot be made the subject of a complaint. In the same way, excess or short deliveries of up to 5% of the goods ordered cannot be made the subject of a complaint. Should one of the two types of supplementary performance pursuant to Clause 1 be impossible or disproportionate, we shall be entitled to refuse this. We shall not be obliged to provide supplementary performance as long as our customer has not complied with its payment obligations to the extent that corresponds to the defect-free part of the delivery.

11.2. At our request, the delivery that is the subject of a complaint shall be returned to us carriage paid. Goods which have not been returned carriage paid will not be accepted by us unless the acceptance has been confirmed by us in writing in advance.

11.3. We shall bear the expenses necessary for the purpose of supplementary performance, in particular transport, travel, work and material costs; bearing these costs is excluded in so far as additional costs are incurred as a result of shipping the goods to a place other than the place of performance.

11.4. If the supplementary performance according to Para. 1 fails, is unreasonably delayed, is unacceptable to our customer or we refuse supplementary performance, the customer is entitled in accordance with the applicable law to withdraw from the contract, to reduce the purchase price or to claim compensation for its expenses incurred in

vain. Further claims by the customer, regardless of the legal basis, are excluded or restricted according to § 11.

11.5. The warranty period is 12 months from delivery (if acceptance is required, from acceptance).

11.6. The above clauses do not have the purpose of changing the statutory or judicial allocation of the burden of proof.

12. Liability on our part

12.1. We are fully liable only for wilful intent and gross negligence (also by our legal representatives and vicarious agents) as well as for damages resulting from loss of life, physical injury or damage to health, which are based on a negligent breach of duty on our part or a deliberate or negligent breach of duty by our legal representatives or vicarious agents. Furthermore, we are fully liable when issuing guarantees and warranties if a defect covered by this specifically triggers our liability. Apart from the provisions of §§ 9 and 10 of these T&Cs, the customer's statutory right of rescission shall neither be excluded nor restricted. There shall be no limitation of our liability resulting from hazardous circumstances, in particular according to the German Product Liability Act. Liability in accordance with the principles of recourse of the enterprise pursuant to §§ 478, 479 BGB shall remain unaffected.

12.2. In the case of other culpable violation of essential contractual obligations (cardinal obligations), our remaining liability is limited to foreseeable damage typical for the contract.

12.3. Apart from that, our liability is excluded - irrespective of the legal basis.

12.4. In the event of the reimbursement of expenses (except for that pursuant to §§ 439 Para. 2, 635 Para. 2 of the German Civil Code), this provision shall apply mutatis mutandis. Exclusion or limitation of our liability also applies to our legal representatives and vicarious agents.

12.5. The above clauses do not have the purpose of changing the statutory or judicial allocation of the burden of proof.

13. Reservation of title

13.1. The goods delivered by us remain our property until full payment of all our current and future claims against our customer from the existing delivery relationship between us. The goods, as well as the goods taking their place which are subject to the reservation of title pursuant to this clause, are hereinafter referred to as collateral.

13.2. The customer shall keep the collateral for us free of charge.

13.3. The customer is entitled to process and dispose of the collateral in the ordinary course of business. Seizures and assignments of security are not permitted. If the collateral is processed by the customer, it is agreed that the processing takes place on our behalf and for our account as a manufacturer and we directly acquire ownership or - if processing is done using material of several owners or the value of the processed item is higher than the value of the collateral - co-ownership of the newly created item in the ratio of the value of the collateral to the value of the newly created item. In the event that we acquire no ownership, the customer shall transfer its future ownership or co-ownership of the newly created item in the above-mentioned ratio to us for collateral purposes now. If the collateral is combined with other items to form a uniform item or is inseparably mixed and one of the other items is to be regarded as the main item, we shall transfer to the customer, as far as the main item belongs to us, pro rata co-ownership of the uniform item in the above-mentioned ratio.

13.4. In the event of the resale of the collateral, the customer assigns to us already at this stage the receivables from purchasers arising from this - in the case of our co-ownership of the collateral, on a pro rata basis in accordance with the co-ownership share. The same applies to receivables which replace the collateral or otherwise arise with regard to the collateral (e.g. insurance claims or claims arising from unlawful acts). We hereby revocably authorise the customer to collect the receivables assigned to us in our own name for our account.

13.5. If third parties access the collateral, our customer will immediately notify them about our ownership and inform us about this.

13.6. We will release the collateral as well as the items or receivables in its place upon demand at our discretion, insofar as its value exceeds the amount of the secured receivable by more than 50%.

13.7. Should we withdraw from the contract in the event of a breach of contract by the customer, in particular due to a delay in payment, we shall be entitled to demand the collateral to be returned or to revoke the authorisation granted to our customer pursuant to Paragraph 4 above.

14. Offsetting, retention, prohibition of assignment, third party rights

14.1. The customer is only entitled to offset its own claims against our claims if the counterclaims are undisputed or legally established. The customer is also entitled to withhold the goods due to counterclaims from the same contractual relationship.

14.2. Any assignment of the customer's receivables from us is excluded.

14.3. The customer guarantees that the drawings, contents and materials, which are sent to us, do not violate any copyrights, trademarks or other proprietary rights belonging to third parties. The customer shall indemnify us at first request from all third party claims and shall undertake to compensate us for any damages incurred by us due to the third party's rights. This also includes any prosecution costs incurred by us.

15. Data protection

We treat personal data, such as name, address, email address, telephone number, provided to us by the customer, confidentially and in accordance with the provisions of the Federal Data Protection Act and the German Teleservices Data Protection Act. The data necessary for processing the order is stored by us and may be passed on to agents as part of the order execution. In addition, we reserve the right to use this data in an admissible manner for our own advertising purposes. The customer is entitled at any time to request information about the status of its stored data, as well as to object to us using, processing or passing on its data for marketing purposes. After receipt of the objection or revocation, we will immediately stop sending any advertising media.

16. Applicable law, court of jurisdiction, severability clause, written form clause

16.1. The contract between us and the customer is subject to the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG).

16.2. If our customer is a merchant in accordance with § 1 Para. 1 HGB, a legal person governed by public law or a special fund under public law, the courts responsible for our place of business in Balin-gen shall be solely responsible for all disputes arising from or in connection with the relevant contractual relationship. In all other cases, we or our customer may institute legal proceedings before any court of law responsible under statutory provisions.

16.3. Should a provision in these T&Cs be or become invalid, the validity of all other provisions shall remain unaffected.

16.4. Amendments and additions to these T&Cs must be in writing. This also applies to the waiver of this written form clause itself.

As at: February 2017