

General Terms and Conditions

1. Scope

We execute the order in accordance with the General Terms and Conditions in effect at the time it is placed. Updated General Terms and Conditions are available on our Homepage under the link "General Terms and Conditions". If a doubt should arise, the General Terms and Conditions published at the time of the order shall apply. General Terms and Conditions to the contrary shall not apply.

2. Conclusion of a contract

A contract is deemed to be concluded when we accept and confirm the contractual terms of the offer tendered by you. This order confirmation contains the material contents of your order. In principle, all orders shall be binding.

3. Description of objects

We offer second-hand collectible objects and new goods provided by the "Venini", "Memphis" and "Post Design" companies. We guarantee the characteristics and the description of their condition, which are binding to the extent they are stated in the written order confirmation to the customer. Due to the age and prior possession, age-typical wear exists with second-hand objects and shall not constitute damage to the object. These objects are, with practically no exception, unique pieces; prior sale shall therefore be expressly reserved. In case of interest, we recommend an inquiry and possible reservation.

All data given on origin, signatures, marks, age, processing, condition, size and weight of the individual objects are provided to the best of our knowledge but are not guaranteed characteristics. Signatures, marks, etc. are only stated for information, but are not examined by us. Normal and signs of wear and tear due to old age are not mentioned separately. The term "perfect" or "excellent" preservation condition refers only to the intact condition of the object offered.

4. Price

We reserve the right to make pricing adjustments at any time. The prices published in the Shop are binding, errors expressly excepted.

5. Delivery

We supply all articles within 5 working days plus time needed for delivery. Reference is made in the product description to articles that are not or not yet immediately available from stock. (Weekend and holidays do not count as working days).

Delivery times for new goods (Venini, Post Design, Memphis) may require up to 3 months if we do not have said goods in stock. This undertaking, however, is made without binding warranty. Partial deliveries are permitted. In all cases of Force Majeure, we shall be released from adhering to the delivery times, without the customer being entitled to rescind the contract and/or to claim damages.

6. Payment

We deliver against payment by Paypal or deliver on advance invoice and pay by bank transfer (sent by e-mail).

7. Shipping charges

The customer shall pay shipping charges.

8. Value added tax (VAT)

The prices are exclusive of 8% value added tax. The VAT-number is: 350306. In the case of shipments abroad, VAT is not added to the sales price.

9. Warranty/complaints

In general, the following shall apply: satisfaction or reimbursement! The customer shall notify us of a defect, if any, immediately after receipt of the delivery. If no notice of defect takes place within 3 days, the products delivered are considered as approved. Returns shall take place at customer's own risk. The customer shall pay the transport costs for the return. The refund of the money shall take place only after receipt of the returned good in the same condition as it was delivered.

If the contents of a parcel should nevertheless arrive damaged, please have your parcel-service make out a damage report immediately, even if no damage is visible externally. Then send us a copy of said report by mail. For the preservation of evidence, please keep the contents as well as the packing material until the claim

has been fully clarified. In the worst case, we will do everything in our power to rectify the damage and to refund the purchase price to you as quickly as possible.

10. Limitation of liability

The data on this Website are for general information purposes only. Even if the information provided therein was prepared and verified with great care, no warranty can be assumed for the correctness, completeness and topicality of the information provided. For any damage resulting from incorrect or incomplete information, we shall only be liable if it can be established that the damage was caused intentionally or by gross negligence. This applies in particular to damage from possible overrun.

Claims for damages due to impossibility of performance, positive breach of contract, culpa in contrahendo and unlawful acts shall be excluded, provided that the obligations suffering therefrom are not primary contractual duties or material obligations under the contract. This exclusion of liability does not apply if deliberate or gross negligent acts can be proven, or if a breach of warranty exists.

We shall not be responsible for the contents of the Websites that are referred to by means of a hyper-link. All registered trade marks and label names shown are property of the relevant companies.

11. Data protection

Data necessary for business transactions are stored strictly in accordance with regulations in effect, and are only communicated during order processing to related companies as well as third-party enterprises sub-contracted for order handling, if necessary. All personal data are treated confidentially. We reserve the right to forward personal data for credit examination purposes and monitoring of financial soundness to our contracting parties in the context of a data exchange. The protection of personal data such as name, address, telephone number or e-mail is of great concern to us. We will use personal data only to justify business relations with customers, and to change and complete them. We use these data when it is necessary to comply with our rights and obligations arising from the business relationship and to inform our customers of our offers and activities.

12. Applicable right and legal venue

- (1) The provisions of Swiss law shall apply.
- (2) Legal venue for all claims in connection with your order shall be Zurich.
- (3) Legal action may also be brought at your general legal venue.
- (4) The invalidity of individual provisions shall not affect the validity of other provisions of the contract and these General Terms and Conditions.

By placing your order, you expressly agree to our terms of delivery and payment.

(30.10.2005)