

AMABRUSH'S PRE-ORDER POLICY

Version from July 26th, 2018

1. SCOPE AND CONTRACTING PARTIES

The provisions currently valid for pre-orders are available at our webshop at any time.

1.1. CONTRACTING PARTIES

This pre-order policy (hereinafter, "POP") forms an integral part of all contracts initiated through this web shop (www.amabrush.com). These are entered into exclusively by and between Amabrush GmbH (hereinafter, also "Amabrush", "we" or "us") and you, the customer (hereinafter, also "you", "your").

The person authorized to represent Amabrush GmbH is Marvin Musialek, its Managing Director. Amabrush has its registered office at Weyringergasse 3/ Top B3, A-1040 Vienna, Austria, and is registered at the Vienna Commercial Court with commercial register number 479745h.

The product range on our web shop is intended exclusively for persons of unlimited legal capacity and who have reached the age of 18.

1.2. COVERAGE

Furthermore, and for the time being, we only provide Amabrushes to a person domiciled or habitually resident in the United States.

1.3. CONSUMERS AND ENTREPRENEURS

An 'entrepreneur' is a natural or legal person for whom the transaction forms part of their business operations. A 'consumer' is any person for whom this does not apply.

With regard to entrepreneurs, this POP shall also apply to future business relationships, without us having to refer to this POP again. If the entrepreneur adopts conflicting or supplementary conditions, the validity thereof is hereby rejected: these shall only form an integral part of the contract if we have expressly consented thereto.

2. LANGUAGE OF THE CONTRACT

If you submit your offer to us in another language than German, the contract language shall be English and this version of the POP applies.

If you submit your offer to us in German, the contract language shall be German. Hence, this version of the POP does not apply but the current German version does.

3. CONCLUSION OF THE CONTRACT

All details of our goods and prices constitute a non-binding online catalogue, not a binding offer. Only the submission of a pre-order through the ordering process constitutes an express, binding offer by you. You will receive an automatic confirmation of receipt of your offer from us (acknowledgment of receipt) to which you are legally bound for two working days (Saturday, Sunday and public holidays are not considered as working days). Your statutory right to cancel remains unaffected. A contract is only concluded when we expressly declare our acceptance of your offer.

3.1. ORDERING PROCESS FOR PRE-ORDERS

Your order takes place exclusively through the ordering process. This consists of the following steps.

- You can first select the goods by clicking the "Pre-order" button and place them in the shopping cart, without obligation.
- The goods and quantities in the shopping cart can be adjusted. By clicking on the "Checkout" button you will be taken to the next page, where you will specify your customer information. If you are logged into your customer account, the information already stored will be filled out automatically.
- Next, you can choose the shipping method.
- After this, you can choose the payment method. If you have selected PayPal or SOFORT Instant Bank Transfer as the payment method, you will be redirected to the website of the respective provider. There, you will make the appropriate selection and enter your details. Next, you will be taken back to our web shop.
- Before submitting your pre-order, you will still have the option of correcting your entries at any time through the usual user functions, returning to the previous step or using the other correction tools as provided and explained.

This way, you can review, check and, if necessary, correct any significant contractually relevant information, namely the goods selected, the quantities and contact, delivery and payment details.

- You place an order for the goods in the shopping cart by clicking on the "**Pre-order now**" button.
- Receipt of the order will be confirmed by an email from us.

The text of the contract will be stored by us and made available to you by email, or by means of a link sent by email.

4. PAYMENT TERMS

You undertake to pay the price upon conclusion of the contract.

We accept the following payment methods and credit cards:

4.1. CREDIT CARDS

By placing the order, you are also transmitting your credit card data to us at the same time. Once verified as a legitimate cardholder, we will ask your credit card company to initiate the payment transaction.

4.2. SOFORT INSTANT BANK TRANSFER

After placing the order, you will be redirected to the website of the online provider SOFORT, where you confirm the SOFORT payment transfer instruction.

4.3. PAYPAL

In the ordering process, you will be redirected to the website of the online provider PayPal. In order to pay the invoice amount via PayPal, you must be registered there or, first, register, be verified with your access information and then confirm the payment instruction to us. After placing the order in the shop, we will request for PayPal to initiate the payment transaction.

The payment transaction will be carried out automatically by PayPal immediately thereafter. You will receive further information during the ordering process.

5. DELIVERY AND SERVICE TERMS

With your pre-order, you will be among the first customers to receive an Amabrush at a reduced price. We currently cannot provide details of the delivery date but we'll keep you updated! Upon delivery of the goods, you will receive an invoice for the price, including shipping costs.

We only deliver within the dispatch route. Delivery will be made to the delivery address specified in the ordering process.

5.1. WITHDRAWAL FROM THE PRE-ORDER

You can withdraw from your pre-order at any time up to the delivery date for a full refund of the price. This right to withdraw from pre-orders does not affect your statutory right to cancel (see point 7.) the contract.

By making your reservation, you understand and agree that your payment is not held or managed on a fiduciary basis by us.

5.2. RETENTION OF TITLE

The goods shall remain our property until payment in full.

If you are in default of payment, we are entitled to assert our rights from the retention of title. Asserting retention of title does not constitute contractual rescission unless we expressly declare contractual rescission.

For entrepreneurs (see point 1.3) the following also applies: we reserve title to the goods until complete settlement of all claims arising from an ongoing business relationship.

6. PRICING

All prices quoted are in Euro and include all taxes.

The shipping costs you pay depend on the destination country. These will be displayed immediately before submitting a pre-order.

7. RIGHT OF CANCELLATION

If you are a consumer (see point 1.3), you have the right of cancellation in accordance with the following provisions.

7.1. CANCELLATION POLICY

Right of revocation

You have the right to revoke this contract within fourteen days without providing any reasons.

The revocation period is fourteen days from the day on which you or a third party named by you, other than the carrier, have/has taken possession of the goods. If a contract for the delivery of multiple goods in a single order, or one for delivery of goods in several instalments or parts has been concluded, the fourteen-day period begins on the day you or a third party named by you, other than the carrier, have/has taken possession of the last goods, partial shipment or part of the goods.

In order to exercise your right of revocation, you must notify us (Amabrush GmbH, Weyringergasse 3/ Top B3, A-1040 Vienna, support@amabrush.com) by expressly stating

your decision to cancel this contract (by a letter sent by post or email, for example). To do so, you can use the attached sample cancellation form, but using this is not mandatory.

In order to meet the cancellation period, it is sufficient for you to submit the notice of the exercise of the right to revoke before the cancellation period expires.

Consequences of cancellation

If you revoke this contract, we shall reimburse you for any payments we have received from you, including delivery charges (except for additional costs arising from choosing a delivery method other than the cheapest standard delivery we offer), as soon as possible and no later than fourteen days from the date on which we receive notification of your revocation of this contract. We will use the same payment means for reimbursement as that used by you in the original transaction, unless otherwise agreed with you; in no case will you be charged reimbursement fees for this.

We may refuse reimbursement until the goods have been returned to us, or until you have provided proof that you have sent back the goods, whichever is earlier.

You must return or hand over the goods to us immediately or, at latest, within fourteen days from the date on which you notify us of revocation of this contract, at Amabrush GmbH, Weyringergasse 3/ Top B3, A-1040 Vienna, Austria, with "Cancellation" in the subject line. This deadline is met if you send the goods before the fourteen-day deadline.

We will bear the costs for returning the goods.

You must only pay for any loss in value of the goods if this loss in value is due to the handling thereof other than as required to verify the nature, characteristics and functioning of the goods.

-- End of the Cancellation Policy --

7.2. LAPSE OF THE RIGHT OF CANCELLATION

For goods delivered sealed that are not suitable for return due to health protection or hygiene reasons, the right to cancellation shall lapse if the goods were unsealed after delivery.

8. DAMAGES IN TRANSIT

8.1. FOR CONSUMERS (SEE POINT 1.3) THE FOLLOWING APPLIES:

If goods are delivered that were clearly damaged in transit, please file a complaint concerning such flaws without delay to the deliverer, and please contact us immediately. Failure to file a complaint or to contact us has no consequences on your statutory claims and the enforcement thereof, specifically your warranty rights. However, it helps us to bring our own claims against the carrier or transport insurance.

8.2. FOR ENTREPRENEURS (SEE POINT 1.3) THE FOLLOWING APPLIES:

The risk of accidental loss or deterioration is transferred to you as soon as we have delivered the item to the freight forwarder, carrier or person or body otherwise responsible for shipping. Entrepreneurs are subject to the obligation to inspect and to give notice of defects. If you fail to do so, the goods are deemed approved, unless this concerns defects that were not identifiable during inspection. This does not apply if we have fraudulently concealed a defect.

9. RETURNS

The methods mentioned in the following two paragraphs are not required for effectively exercising the right of cancellation.

Please avoid damage and contamination if possible and return the goods to us in their original packaging with all accessories and packaging components. If not, use protective outer packaging. If you no longer have the original packaging, please provide suitable packaging for adequate protection against damage in transit, in order to avoid claims for damage due to defective packaging.

9.1. COSTS OF RETURNS

We will assume the cost of returns.

10. GUARANTEE AND STATUTORY WARRANTY

In addition to the statutory warranty, Amabrush grants you a two-year guarantee of freedom from defects based on material or manufacturing faults. The guarantee runs from the time the goods are sent. Any defects occurring within the guarantee period shall be corrected at no cost by replacement or repair of the goods, as we choose. This guarantee covers the handpiece and charger, but not the toothpaste capsule or the mouthpiece, in particular.

This guarantee does not cover defects resulting from improper use, normal wear and tear or defects that have an insignificant effect on the value or operation of the appliance. The guarantee is voided if unauthorized persons make repairs, or if original Amabrush spare parts or Amabrush toothpaste capsules are not used.

For complaints, or if you intend to return the goods, please use the contact details provided in point 11 ("Customer service and complaints").

In addition, the statutory warranty applies. The warranty period for movable goods delivered is two years from date of receipt of the goods.

11. CUSTOMER SERVICE AND COMPLAINTS

Complaints and requests for information in connection with contracts and goods initiated via the web shop can be made by post or email to the following address: Amabrush GmbH, Weyringergasse 3/ Top B3, A-1040 Vienna, Austria.

email: support@amabrush.com.

12. LIABILITY

We shall have unlimited liability for claims arising from damage caused by us, our legal representatives or agents

- for injury to life, body or health,
- for intentional or grossly negligent breach of duty,
- for guarantee promises (see point 10), or
- to the extent that the Austrian Product Liability Act is applicable.

In the case of a breach of fundamental contractual obligations through minor negligence by us, our legal representatives or agents, the fulfilment of which makes proper contractual performance possible in the first place and compliance with which the contracting party may

routinely rely on, such liability shall be limited in amount to the damage foreseeable at the conclusion of the contract, the outcome of which is typically to be expected. Furthermore, claims for damages are excluded.

13. DISPUTE RESOLUTION

The European Commission provides a platform for online dispute resolution (ODR), available at <https://ec.europa.eu/consumers/odr/>.

14. DATA PROTECTION

Information on processing of your data on this website can be found in the Privacy Policy.

15. FINAL PROVISIONS

Austrian law applies, with exclusion of the UN sales law, if you are an entrepreneur.

The exclusive place of jurisdiction for all disputes arising from contractual relationships between us and you is our registered office in Vienna, if you are an entrepreneur.

16. ANNEX: SAMPLE CANCELLATION FORM

(If you wish to cancel the contract, please fill in this form and return it.)

- To Amabrush GmbH, Weyringergasse 3/ Top B3, A-1040 Vienna, Austria, email: support@amabrush.com
- I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*) / delivery of the following services (*).
- Ordered on (*) / received on (*): _____
- Name of the consumer(s): _____
- Address of the consumer(s): _____
- Signature of the consumer(s) (only for paper notification)
- Date: _____

(*) Delete as appropriate.