



General Terms and Conditions of Sale of

Noé & Zoë GmbH
Managing Director: Nicol Zinell
Stargarder Str. 55a, 10437 Berlin
Charlottenburg (Berlin) Local Court
HRB 120376 B
Turnover Tax ID No.: DE 265570259

Section 1: General, Area of Application

(1) These General Terms and Conditions of Sale (hereinafter also referred to as “T&C”) apply exclusively to all none business (consumer) customers (hereinafter “buyers”). Deviating, conflicting or supplementary general terms and conditions of the buyer will only become an integral part of the contract if and in so far as we have explicitly consented to their application. This requirement of consent shall apply in all cases, for example even if we execute delivery to the buyer unconditionally despite knowledge of his terms and conditions.

(2) All offers, sales contracts, deliveries and services made on the basis of any orders by our buyers through our online shop www.noe-zoe.com (hereinafter "Online Shop") shall be governed by these T&C. Our contracts with the buyers shall be made exclusively in English language.

(3) These T&C apply only with respect to consumer buyers as defined in Section 13 German Civil Code (BGB). A "Consumer“ is any individual entering into the contract for a purpose not related to his or her business, trade or self-employed professional activity. Business customers (Section 14 (1) BGB) are not allowed to use our Online Shop. For business customers apply our "GTCS”.

(4) Individual agreements made with the buyer on a case-by-case basis (including subsidiary agreements, extensions and amendments) can take priority over these T&C. Authoritative for the content of any such agreements is a written contract or our written confirmation.

(5) The T&C can be viewed in the Online Shop on the detail page “T&C” at all times, the link “T&C” can be found at the bottom of the Online Shop. There is an option to save or print the T&C.

(a) There are two saving options available: (aa) by using the function in the internet browser, usually found under “File” and then in the dropdown menu, “Save As” or (bb) on the top upper part of the detail page T&C the word “save” and the relevant symbol can be found. By clicking on the word or symbol, a PDF document will open, this can be saved. To open the document, the free program Adobe Reader (found under www.adobe.de) or an equivalent program which can open a PDF will be required.

(b) The following option is available to print the document: On the top upper part of the detail page T&C the word “print” and the relevant symbol can be found. By clicking on the word or symbol the printing process will start.

(6) Additionally there is the option to archive the data of your own order in two ways: (a) In the third ordering step “Review & checkout” in our Online shop with the help of the browser function, the data of the order and our T&C can be saved or printed. Additionally the T&C can be printed via the directly integrated “print” function. (b) After successfully completing the order, an automatic order confirmation is sent to the given e-mail address. This email confirmation confirms the receipt of your online order and contains all the data of the referred order again. This email can be printed or saved via the e-mail program.

Section 2: Contract conclusion

(1) Our offers are subject to confirmation and are non-binding. This shall also apply even if we have provided the buyer with catalogues, other product descriptions or documentation – including in electronic form – to which we reserve ownership rights and copyright. Pictures of products as well as drawings or illustrations are only to be understood as approximate product descriptions. The information in the acknowledgement of order is authoritative for the product characteristics.



(2) The ordering of goods by the buyer shall apply as a binding offer of contract. In the absence of any provisions to the contrary in the order, we are entitled to accept this offer of contract within a period of three working days from receipt by us.

(3) Without undue delay upon receipt of the order, we will send to the buyer by e-mail a confirmation of receipt, which shall not constitute an acceptance of the order. The order shall be deemed to be accepted by us either upon subsequent (e-mail) acceptance of the order (e.g. through order confirmation) or by dispatching the product. The sales contract with the buyer shall not become effective until our acceptance.

Section 3: Delivery date and default on delivery

(1) Any date of dispatch communicated by us shall be only approximate and may therefore be exceeded by up to two business days, except if a fixed date of dispatch has been agreed upon.

(2) Any time period relevant to determine the date of dispatch pursuant to this Section 3 (as specified by us when the order is made or as otherwise agreed upon) shall begin (a) if advance payment has been agreed, upon receipt by us of the full purchase price (including VAT and shipping costs) or (b) if cash on delivery or payment after delivery has been agreed, upon the conclusion of the sales contract. The date of dispatch shall be such day on which the product is handed over by us to the carrier.

(3) Regardless of whether any product is indicated on the order form as "in stock", we may sell such product at any time, provided that (a) the order form has included a notice as to the limited availability of the product or (b) an advance payment has been agreed upon and this payment amount is not received by us within a period of five business days upon our acceptance of the order. In such cases, we shall only be obligated to dispatch the product within the time period agreed upon or indicated by us as long as stock lasts.

(4) In the event that no date of dispatch has been specified or otherwise agreed upon or we are no longer required to deliver within any agreed time period pursuant to subsection 3, we shall be required to dispatch the product within a period of three weeks after the Relevant Date pursuant to subsection 1.

(5) In the event that our supplier fails to deliver in a timely manner a product that has been indicated on the order form as "not in stock" or has been sold off in accordance with subsection 3 above, any applicable delivery period pursuant to this Section 3 shall be deemed to be extended until delivery is made by our supplier plus an additional period of three business days, but in no event by a period of more than three weeks, provided that our supplier's failure to timely supply the products is not a result of our fault or negligence and that we have without undue delay ordered the relevant products from the supplier.

(6) In the event that the product is no longer available or cannot be timely delivered, for any of the reasons set out in subsection 5, we shall without undue delay inform the buyer thereof. If the product is no longer available from our suppliers within the foreseeable future, we shall be entitled to terminate the sales contract. In case of such termination, we shall without undue delay reimburse the buyer any payments which the buyer has made to us in respect of the order. The legal rights of the buyer resulting from late delivery shall not be affected by this provision; provided, however, that the buyer may claim damages only subject to the provisions of Section 9 of these T&C.

(7) Partial deliveries of products included in the same order shall be permitted, provided that the products can be used separately and provided further that we shall bear any additional shipping costs caused thereby.

Section 4: Shipment, Insurance and Passing of Risk

(1) Unless expressly otherwise agreed upon, we shall be free to determine the appropriate mode of shipment and to select the carrier at our reasonable discretion. Unless otherwise specified, the goods shall be delivered against advance payment and by mail. The goods shall be dispatched at the latest seven working days after receipt of the goods at our warehouse and after the purchase price plus shipping costs to be paid by the buyer have been received by us.

(2) We shall only be obliged to properly and timely deliver the product to the carrier and shall not be responsible for any delays caused by the carrier. Any transit times specified by us shall therefore



only be non-binding estimates. The risk of accidental destruction, damage or loss of the delivered product shall pass to the buyer when the goods are handed over to the buyer or upon the buyer's default of acceptance.

(3) In the event of default on acceptance or other culpable violation of obligations to cooperate on the part of the buyer, we shall be entitled to compensation for the resulting damage including any additional expense. We reserve the right of further claims. The buyer assures that he has given the correct and complete delivery address with his order. If additional shipment costs should be incurred on account of incorrect address data, for example if the shipment costs are incurred once more, these costs must be paid by the buyer.

(4) In the event of damage in transit, the buyer shall support us to the best of his ability, if claims are to be asserted against the transportation company or transportation insurance company concerned. If the (partial) loss or damage is not externally apparent, the buyer must advise us of this within five days of delivery or the transportation company within seven days of delivery, in order to ensure that any claims against the transportation company are asserted in good time. Any rights and claims by the buyer, in particular his rights in the event of defects in the goods, remain unaffected by the provisions of Section 4 subsection 4 of these T&C.

Section 5: Prices and Payment Conditions

(1) Our prices include statutory VAT, but are net of shipping costs. Any customs duties and similar public charges shall be borne by the buyer.

(2) Unless otherwise agreed, the buyer can choose from among the payment methods designated in the Online Shop, including advance payment by credit card, SOFORT Banking or PayPal.

(3) With payment by invoice, we may carry out a credit assessment without explicit consent insofar as required in the legitimate interests of us and on condition that the customer's right to DATA protection is not infringed.

(4) So-called payment method fees are charged for the payment methods SOFORT Banking, credit card or PayPal. We passes on the charges it incurs at cost to the buyers and expressly excludes any gain from the fees charged on the payment method. Fees are charged as shown below:

- Credit card: 2% of the order value
- SOFORT Banking: 1% of the order value
- PayPal:

(5) The buyer must pay the purchase price plus any costs for delivery and shipping at the latest 10 days after receipt of the demand for payment; receipt of payment by us is decisive here. After the time limit has expired without receipt of payment, the buyer is in default of payment without any further statement having to be made by us. A buyer must pay interest on the debt during the default period in the amount of 5 percentage points above the current base lending rate. We retain the right to claim higher interest on arrears if we can prove that the damage incurred is higher.

(6) If a buyer from a non-EU country makes a purchase and requests shipment to a shipping address within the EU, we will itemise and collect the value-added tax applicable for this EU country of delivery. If the buyer then exports the products to a third country not in the EU, we have the option of reimbursing the valueadded tax originally levied.

Section 6: Instructions on withdrawal

Instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day

- on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods;
- on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last goods;
- on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or pieces.

If more than one of the above alternatives are present, the withdrawal period starts to run only from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good or of the last lot or piece.

To exercise the right of withdrawal, you must inform us (Noé & Zoë GmbH, Rykestr. 7, 10405 Berlin / Germany, E-Mail: shop@noe-zoe.com of your decision to withdraw from this contract by an unequivocal statement (e.g. letter sent by post, fax or e-mail). You may use the attached model withdrawal form (see appendix), but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effect of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

In case of goods, by their nature, can normally be returned by post, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods, by their nature, can normally be returned by post or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. We will collect the goods, by their nature, cannot normally be returned by post.

You will have to bear the direct cost of returning the goods. For goods, that by their nature cannot normally be returned by post, the cost is estimated at a maximum of 110,00 EUR (returns within Germany), or 212,29 EUR (returns from abroad).

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Note:

For goods, by their nature, cannot normally be returned by post, one of our agents is informed to contact you to arrange a pick-up with you. This is an offer to you, which is however, no conditions for the effective exercise of the right of withdrawal.

The right of withdrawal does not apply to distance contracts

- to the delivery of goods that are not pre-made and the production of which an individual choice or decision by the customer is important or which are clearly tailored to the personal needs of the consumer;
- to the delivery of goods that can spoil quickly or whose expiration date has passed quickly.

The right of withdrawal expires prematurely with regards to distance contracts

- for the supply of sealed goods which are unsuitable to be returned for reasons of health or hygiene when they were unsealed after delivery;
- for the supply of goods, if, due to their nature, they were irreversibly mixed with other goods after delivery.



Section 7: Retention of title

(1) We shall retain title to the goods sold until such time as full payment (including VAT and shipping costs) is received from the contract of sale (secured claims). In the event of breach of contract on the part of the buyer, including default on payment, we shall be entitled to take back the goods.

(2) The goods subject to retention of title must not be pledged to third parties or transferred by way of security until such time as full payment has been received against the secured claims. The buyer must inform us immediately in writing if and in so far as third parties access the goods belonging to us.

(3) In the event of infringement of the contract on the part of the buyer, in particular non-payment of the due purchase price, we shall be entitled to withdraw from the contract in accordance with the statutory regulations and to demand return of the goods on the basis of the retention of title and the withdrawal. If the buyer fails to pay the due purchase price, we can only assert these rights if we have previously unsuccessfully set the buyer an appropriate deadline for payment or if any such setting of a deadline is dispensable under the statutory regulations.

Section 8: Defect claims of the buyer

(1) In the absence of any rulings to the contrary below, the statutory regulations shall apply as regards the buyer's rights in cases of defects of material and title (including wrong and under-delivery as well as incorrect assembly or inadequate assembly instructions).

(2) In the event of a defect of the delivered product, the buyer shall be entitled to request from us to repair the defect or to supply another product (as ordered) which is free from defects. We may refuse to remedy a defective product in the manner requested by the buyer if such remedy would result in unreasonable costs. The warranty period shall be two years upon delivery of the product.

(3) We are entitled to make the subsequent fulfilment owed dependent on payment by the buyer of the due purchase price. The buyer is, however, entitled, to withhold an appropriate part of the purchase price in relation to the defect.

(4) The buyer must grant us the appropriate time and opportunity necessary for the subsequent fulfilment owed, in particular he must hand over the goods subject to complaint for examination purposes. In the event of replacement delivery, the buyer must return the defective item to us in accordance with the statutory regulations.

(5) We shall assume the expense necessary for examination and subsequent fulfilment, in particular transport, travel, labour and material costs, if a defect is actually present. If, however, a request by the buyer for removal of a defect proves to be unjustified, we can demand reimbursement by the buyer of the resulting costs.

Section 9: Liability

(1) In the absence of any rulings to the contrary in these T&C, including the provisions below, we shall be liable in accordance with the relevant statutory regulations in cases of violation of contractual and non-contractual obligations.

(2) We shall be liable for damages in cases of intentional conduct or gross negligence – irrespective of the legal grounds. In cases of slight negligence we shall be liable only

a) for damage resulting from injury to life, body or health,

b) for damage resulting from violation of a fundamental contractual obligation (obligation whose fulfilment makes correct execution of the contract possible in the first place and in adherence to which the contracting party can and does regularly trust); in this case, our liability is, however, limited to compensation for foreseeable, typical damage.

(3) The limitations of liability resulting from subsection 2 do not apply if we maliciously conceal a defect or have assumed a guarantee for the characteristics of the goods. This shall not apply for claims of the buyer under the Product Liability Act.

Section 10: Applicable law, place of jurisdiction



- (1) German law shall apply to these T&C and to all legal relationships between us and the buyer, subject to exclusion of all international and supranational (contract) legal systems, in particular the UN Convention on Contracts for the International Sale of Goods. By contrast, preconditions for and effects of the retention of title as per Section 7 are subject to the law at the respective storage location of the item, unless the corresponding choice of law in favour of German law is inadmissible or ineffective.
- (2) This text is governed by German law and must be interpreted in accordance with German understanding of the law.
- (3) We may save and process any data relating to the buyer, to the extent necessary for the purpose of the execution and implementation of the sales contract and as long as we are required to keep such data in accordance with applicable law.
- (4) The buyer is only entitled to offset in so far as his counterclaims are undisputed or legally established. The buyer is only entitled to assert rights of withholding on the basis of counterclaims from the same contractual relationship.
- (5) In the event any part of this T&C is found to be invalid, illegal or unenforceable in any respect, the remaining provisions shall nevertheless be binding with the same effect as if the invalid, illegal or unenforceable part was originally deleted.



Withdrawal form

You have the right to withdraw from this contract **within 14 days** without giving any reason.

Complete and return this form only if you wish to withdraw from the contract to

Gollner
c/o Noé & Zoë Berlin
Rohrbacher Str. 6-7
4184 Helfenberg
Austria

E-Mail: shop@noe-zoe.com

I hereby withdraw my contract with the order number _____

for the following purchased goods:

Item Number	Description	Quantity

Ordered on: _____

You may only return products which are in the same condition as they were when you received these. Noé & Zoë GmbH will not make any refund nor accept the return of any products if the item has been used, washed, is not labeled, has undergone some damage or is not in its original packaging, for which reason we request you to be careful with the product until you process its return.

Reason for your return:

- wrong size
- wrong color
- wrong item
- doesn't please you
- other reasons _____

Your Personal Information:

Name: _____

Family name: _____

Address: _____

Date, Signature

Please return all packages to the address named as contact on the top.
Shipping costs of returns are to be paid by the client as indicated in our T & C.