

1. General Application

These General Terms and Conditions (in the following "**GTC**") apply to all business relations between Customers and the Stonemade GmbH (in the following "**we**" or "**ourselves**").

The term Customer only applies to consumers within the meaning of the Austrian law on consumer protection (Konsumentenschutzgesetz, in the following "**KschG**").

Our offers, deliveries and services are exclusively based on these GTC; conflicting conditions or conditions which deviate from these GTC do not apply, unless we explicitly approve their validity.

The GTC are applicable in the respective version that is in force at the date of entering into the contract. The GTC also apply as a framework agreement for all other transactions concluded between the Customer and ourselves.

2. Conclusion of a Contract

The purchase order of deliveries or services by a Customer requires our explicit confirmation of the order; the contract cannot attain validity without this confirmation. However, the mere compliance with the order by sending the goods to the respective Customer constitutes such a confirmation. In case an order is placed, the Customer is bound to this order for eight business days upon receipt of this order.

The receipt of electronic orders will be immediately confirmed by email. However, the confirmation of receipt does not constitute a confirmation of the respective order, except if this is explicitly indicated in the confirmation mail. The text of the contract (including the legally effective GTC) is saved and then sent to the Customer in the following confirmation email.

3. Revocation Right of the Customer

As far as the Customer has agreed to a contract by means of telecommunication or outside our business premises, he obtains the right to revoke this contract within fourteen calendar days without stating reasons. This right of cancellation starts on the day that the Customer or a third party named by the Customer, which is not the carrier, has taken possession of the ordered goods. In order to exercise this right, the Customer must inform us by means of an unequivocal statement of his decision to cancel the contract. For this purpose, the Customer may use the standard withdrawal form, attached to these GTC, but is not required to do so. In order to meet this deadline, it is sufficient that the Customer sends off the statement of his decision to revoke the contract before the cancellation period ends.

In case the Customer revokes this contract, we shall refund all payments that we have so far received, including delivery costs (except additional costs, resulting from the fact that

the Customer has chosen a different type of delivery than the favorable standard delivery we offer), immediately and at the latest within fourteen calendar days from the date of receiving the statement of cancellation. For these refunds we use the same means of payment, which the Customer has used for the original transaction, except another mode of payment has been explicitly agreed on; the Customer shall not be charged for these refunds.

We are entitled to deny a refund until we have recovered the goods or until the Customer has at least verified that he has sent back the goods depending on whichever is the earlier date.

The Customer is obliged to return or to send back the goods immediately and in any case within fourteen calendar days from the date that he has informed us of his cancellation of the contract. The Customer bears the direct costs for the return of the goods. This time limit is met if the Customer sends off the respective goods before the expiration of the fourteen day period.

In case the Customer does not comply with this duty in full or in part or returns them in a deteriorated condition, the Customer is obliged to pay compensation. The Customer must only come up for a possible decrease in value of the goods in case this depreciation can be ascribed to an inadequate handling of the goods, not necessary for testing their condition, features and functionality.

This right to cancel the contract is excluded, in case we have produced or adjusted the goods according to the Customer's specific demands.

4. Prices and Delivery

All prices mentioned and listed in the price list are in Euros, including VAT for unpacked goods, delivered by car transport from the plant in Graz. As far as prices are listed without VAT, they only apply to businesses (i.e. persons that are not consumers). As far as packing is requested, the Customer is informed of these costs upon request. The prices listed in our price list are non-binding and subject to confirmation.

5. Provision of Services and Delivery of Goods

We are required to provide our services and deliver the requested goods as soon as the Customer has complied with its own obligations in this respect, including all technical requirements and preparatory measures, and has obtained all possibly necessary authorizations.

We are freed from our obligation to render our services and deliver goods in case this is temporarily or permanently - entirely or partly - impossible, prohibited or prevented by force majeure or other unforeseen events, which are beyond our control, such as fire, flooding, earthquakes, war, embargoes, strikes, uprising (rebellions), blockades, lock-outs, governmental measures or other reasons concerning industrial law, accidents, machine break-downs, as well as partial or complete restrictions of our deliveries, irrespective of whether such circumstances concern ourselves or our suppliers (in the following "**force majeure**").

6. Transfer of risk

Upon delivery, the Customer bears the risk of the goods' accidental loss and deterioration. This risk is also transferred to the Customer upon delivery in case of shipping the goods or by handing them over to a third party determined by the Customer, which is not the carrier. In case the Customer has concluded a contract of carriage, without using our standard delivery, the risk is transferred with handing over the goods to the respective carrier. Partial deliveries are possible in case the Customer explicitly consents to them. A delayed acceptance by the Customer has the same consequence (see under 7.).

7. Acceptance and delayed Acceptance

In case goods are not accepted upon the agreed date (in the following "**delayed acceptance**"), we are entitled to either store the goods in our premises for a storage fee of 0,1% of the product's gross price per commenced calendar day, or to deposit the goods at court. Furthermore, we are entitled to insist on the performance of the contract or to rescind the contract after setting a grace period of fourteen calendar days.

8. Invoice, Payment and delayed Payment

The invoice of the delivered goods or services is provided with the goods or services. Payments are due immediately after invoicing without any deduction and free of charges. In case the respective goods have been ordered electronically, payment must be effected in advance or by means of credit cards that are listed on the online platform.

Bank transfers are considered to be effected on the day the transfer order is made. In case of delayed payments of the Customer, we are entitled to charge default interest in the amount of 4% p.a., as well as collection costs of EUR 5,00 per formal reminder notice. In the case of fault on the part of the Customer, we are furthermore entitled to claim compensation for the resulting damages.

In the case of delayed payment, we are entitled to (i) adhere to the contract, but to retain the respective outstanding service or delivery and invoice our services in advance including a request for advance payment or securing, or (ii) to rescind the contract after setting a grace period of fourteen calendar days. In case of justified concerns regarding the Customer's liquidity (whereby already a stagnation of payments is sufficient), we are entitled to withhold our own outstanding services or deliveries and to request payment in advance.

9. Rescission of the Contract

In case the contract has not been fully performed, both parties are entitled to rescind the contract based on a reasonable cause.

Such a reasonable cause for ourselves may be that (i) a Customer is delaying undisputed payments and does not comply with this obligation within a grace period set by us per written notice, including a reference to our right to rescind the contract, or (ii) the customer ceases payments for whatever reason, or (iii) an out-of-court settlement is prepared or initiated to avert the Customer's insolvency, or (iv) an application for insolvency is made or rejected due to lacking assets, or (v) the performance of our services and deliveries is impossible for at least 30 calendar days due to force majeure (see under 5.), or (vi) in case of a delayed acceptance after a grace period of 14 calendar days (see under 7.), or (vii) in case of delayed payment of the customer after a grace period of fourteen calendar days (see under 8.).

In case a rescission of the contract is declared for other reasons, which can be attributed to the Customer, we are entitled to claim liquidated damages in the amount of 20% of the gross amount invoiced or any further damages that we incur for this reason.

In case the Customer rescinds the contract without proper cause, or requests its rescission, we have the option to either insist on the performance of the contract or to agree to its cancellation; in the latter case, we may decide to either require the Customer to pay liquidated damages in the amount of 20% of the gross amount invoiced or to pay for the actual damages we hereby incurred.

10. Warranty

The statutory warranty conditions shall apply.

11. Specific Features of Natural Products

As our products are natural products, we emphasize the following aspects as a matter of form:

- In the case of delivering samples, deviations will inevitably arise due to the products' nature.

- Please note that with natural material, differences in color, stitches, structural fluctuations, as well as storage, loose strands, as well as open and porous patches are also typical.
- A flattening of split and rough plates due to frost can also not be prevented.
- In case of antique (pounded), rough, flamed, faltered and sand blasted natural stones, discoloration, rust forming, flattening and hairline cracks can occur.
- Due to splitting and processing procedures, traces of chisel, flames and other marks of processing may be visible.
- Due to the natural weathering of stones, natural changes may occur, such as patina, a rough surface, fine hairline crackings or erosions.

Due to the products' character as natural material, these types of alterations cannot constitute grounds for a complaint or a defect covered by warranty.

Please note that alterations in color may be possible in case of large orders of natural products. Furthermore, we must point out that a repairment and reinforcement by an expert is necessary in case of open strands and hollow patches and that these circumstances furthermore cannot constitute grounds for warranty claims.

Finally, please note that the influence of chemicals (detergents, de-icing, chlorides, salts etc.) may result in permanent damages to the natural stone and substructure depending on the type of stone. In case you intend to treat natural stones with chemicals please clarify in advance whether the desired chemical is harmful to the natural stone.

12. Reservation of Title

We retain title of ownership to the delivered goods until the contractually agreed purchase price has been fully paid, including all additional costs, taxes and fees.

The enforcement of reservation-of-title provisions shall not be deemed a cancellation of the contract.

As long as the goods remain in our property, the Customer is not authorized to pledge or assign the same by way of security. In case third parties take hold of goods that are still in our property or assert claims, they shall be informed that the respective goods are still our property. In case the goods that are still our property are seized or detained, the Customer is obliged to immediately notify us and to provide us with all necessary information for the enforcement of our property rights.

13. Offset of Claims

The Customer only has a right to set-off or counterclaim if its counterclaims stand in legal connection with the Customer's liability, have been determined by court or recognized by us, as well as in the case of our insolvency.

14. Change of Address

The Customer is obliged to inform us about changes of its address (and as far as previously provided to us) changes of his email address immediately, as long as the contract has not been fulfilled on both sides. In case this notification is omitted, declarations shall then count as delivered if they are sent to the last notified address.

15. Copyrights

Plans, sketches or other technical documentation, as well as samples, catalogs, brochures, illustrations etc. always remain our intellectual property; the Customer obtains a simple right of use in accordance with the terms of this agreement; further rights of use are excluded. In case that Customer orders are based on sketches and plans by third parties we presuppose that the Customer possesses the necessary rights of use; the Customer has to indemnify and hold us completely harmless in this context.

16. Choice of Law, Contractual Language, and Place of Performance

Austrian law shall apply to this contract. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded. The contractual language is German and the Place of Performance Graz, Austria.

17. Concluding Provisions

The legal invalidity of individual provisions of these GTC or its constituents does not render the other provisions invalid.

Withdrawal Form

(If you want to revoke this contract, please fill out this withdrawal form and send it back to us)

To

STONEMADE GmbH
Puntigamer Straße 61
8041 Graz
Tel.: 0316-425656-0
Fax: 0316-425656-5
info@stonemade.com

Hereby I/We(*) revoke the concluded contract concerning the purchase of the following goods/ the following services(*):

Ordered on(*)/ received on(*):

Customer's name:

Customer's address:

Customer's Signature (only in case of a written statement):

Date:

() Please delete as applicable*