

General Terms and Conditions for the online shop of COLAB Gallery GmbH

1. Scope of application / contact details

These general terms and conditions (hereinafter referred to as „GTC“) shall apply to all contracts concluded between us, COLAB Gallery GmbH, Hegenheimer Strasse 16, 79576 Weil am Rhein, Germany, telephone: +49 (0)7621 16 29 46 13, fax: +49 (0)7621 16 29 46 11, e-mail: info@colab-gallery.com, and you as our customer via our online shop on www.colab-gallery.com.

- 1.2. Divergent, contradictory or supplementary general terms and conditions of yours shall become part of the contract only if expressly accepted in writing by us. Our mere knowledge of your general terms and conditions shall not make them part of the contract.
- 1.3. The version of the GTC valid when the contract is concluded shall apply.
- 1.4. Our contact details are:

COLAB Gallery GmbH
Hegenheimer Strasse 16
79576 Weil am Rhein
Germany
Telephone: +49 (0)7621 16 29 46 13
Fax: +49 (0)7621 16 29 46 11
E-mail: info@colab-gallery.com

Authorized representatives (managing directors): Kevin Reinhart, Edwin Faeh
(business address: see above)

Commercial register B of the local court Freiburg i. Br., HRB 413103

2. Approved customers, destinations and order quantities

- 2.1. You may place orders in our online shop only if you act as a consumer and not as an entrepreneur or within the scope of an activity as a self-employed person.
- 2.2. We shall accept only such orders which stipulate delivery to countries in the European Union.
- 2.3. Furthermore, we shall accept only such orders which stipulate the delivery of quantities common for consumers.

3. Conclusion of contract and information on contract conclusion

- 3.1. The presentation and promotion of products in our online shop does not constitute a binding offer for the sale of certain items.
- 3.2. After ticking the button „Review Order“ all products selected by you will again be displayed on a new webpage. You may then identify and correct input errors, if any, prior to making your final binding order. By ticking the button „Submit Order“ you submit a legally binding offer.
- 3.3. A purchase contract is not yet concluded by the submission of your order. First you will receive from us a confirmation of receipt of your order by e-mail; this confirmation is not yet a legally binding acceptance of your order. COLAB Gallery GmbH reserves the right to not accept the order, in particular, if the products ordered by you are limitedly available. The purchase contract for a product you ordered shall not be concluded until you have received from us another e-mail with the invoice for the item, or implied by performance of the delivery through COLAB Gallery GmbH.
- 3.4. The contract can be concluded in German and English language.
- 3.5. The contract terms will be stored by COLAB Gallery GmbH after conclusion of the contract but are no longer accessible to you.

4. Prices and shipping costs

- 4.1. The purchase prices of the products are determined by the price tags in the online shop at the time of the order. Unless marked otherwise, all prices in our online shop are provided in EUR and are gross prices including the applicable VAT. To the extent shipping costs apply they will be added and must be borne by you.
- 4.2. The shipping costs are stated in our online shop. The price including VAT and shipping costs (which will be displayed separately) is also shown on the order form before you submit the order.
- 4.3. If we fulfill your order in accordance with clause 6.2 of these GTC by partial delivery, you shall incur shipping costs only for the first partial delivery. If the partial delivery takes place at your wish, we will charge shipping costs for every partial delivery

5. Terms of payment and offsetting

- 5.1. Payments may only be made by credit card (MasterCard, Visa) or by Paypal.
- 5.2. The purchase price shall be due immediately upon conclusion of the purchase contract. Your credit card/Paypal account will be charged at the time your order is accepted by COLAB Gallery GmbH.
- 5.3. You may not offset counterclaims against our claims, unless your counterclaims are finally adjudicated, ready for decision or uncontested.
- 5.4. The products will remain our property until complete payment of the purchase price.

6. Delivery/partial deliveries

- 6.1. Delivery periods and delivery deadlines are provided in the course of the ordering process.
- 6.2. We are entitled to make partial deliveries, if this is reasonable for you.
- 6.3. The products will be shipped by United Parcel Service Deutschland Inc. & Co. OHG, Goerlitzer Strasse 1, 41460 Neuss, Germany.
- 6.4. In the absence of any instruction by you, shipment is made using a reasonable method of shipment in the usual manner of packaging.

7. Right of withdrawal

- 7.1. If you are a consumer and have purchased in the online shop one product or several products that are delivered in one delivery, the instruction on the right of withdrawal set out in Attachment 1 to these GTC applies.
- 7.2. If you are a consumer and have purchased in the online shop several products that are delivered in partial deliveries, the instruction on the right of withdrawal set out in Attachment 2 to these GTC applies.
- 7.3. To make use of your right of withdrawal you may use the model withdrawal form set out in Attachment 3 to these GTC, but this is not obligatory.
- 7.4. In case of a withdrawal you shall bear the direct cost of returning the products.

8. Defects of quality and title

In the event of any defects of quality or title you are entitled to all rights pursuant to the provisions of statutory law.

9. Liability

- 9.1. COLAB Gallery GmbH's liability for damages caused by slight negligence, irrespective of its legal ground, shall be limited as follows:
 - (i) COLAB Gallery GmbH shall be liable up to the amount of the foreseeable damages typical for this type of contract due to a breach of material contractual obligations;
 - (ii) COLAB Gallery GmbH shall not be liable due to a slightly negligent breach of any other duty of care applicable.
- 9.2. The aforesaid limitations of liability shall not apply to any mandatory statutory liability, in particular to liability under the German Product Liability Act (Produkthaftungsgesetz), and liability for culpably caused injuries of life, body or health. In addition, such limitations of liability shall not apply if and to the extent COLAB Gallery GmbH has assumed a specific guarantee.
- 9.3. Sections 9.1 and 9.2 shall apply accordingly to COLAB Gallery GmbH's liability for futile expenses.

10. Codes of conduct

We comply with our privacy policy that you can access at any time on www.colab-gallery.com/en/privacy-policy.

11. Customer service / support

If you have any questions, comments or complaints as well as other notifications regarding your purchases, please send them to us by letter, fax, telephone or e-mail using the contact details specified above in clause 1.1.

12. Applicable law and venue

German law shall apply with the exception of the United Nations Convention on Contracts for the International Sale of Goods. If you are a merchant, a legal entity under public law, or special assets (Sondervermögen) under public law, exclusive venue for any and all disputes arising from or in connection with this agreement shall be Freiburg i.Br, Germany. This shall also apply if you do not have a general venue in Germany or if you relocate your place of residence or habitual place of abode to a location outside Germany, or in case your place of residence or habitual place of abode is not known at the time the proceedings are brought in the courts. Arbitration proceedings shall be excluded.

Version: 16 November 2014

Attachment 1

If you are a consumer and have purchased in the online shop one product or several products that are delivered in one delivery, the following instruction on the right of withdrawal applies:

Instruction on the right of 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.

To exercise the right of withdrawal, you must inform us (COLAB Gallery GmbH, Hegenheimer Strasse 16, 79576 Weil am Rhein, telephone: +49 (0)7621 16 29 46 13, fax: +49 (0)7621 16 29 46 11, e-mail-address: info@colab-gallery.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, 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.

Effects 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. 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 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. You will have to bear the direct cost of returning the goods. 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.

Attachment 2

If you are a consumer and have purchased in the online shop several products that are delivered in partial deliveries, the following instruction on the right of withdrawal applies:

Instruction on the right of 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 last good.

To exercise the right of withdrawal, you must inform us (COLAB Gallery GmbH, Hegenheimer Strasse 16, 79576 Weil am Rhein, telephone: +49 (0)7621 16 29 46 13, fax: +49 (0)7621 16 29 46 11, e-mail-address: info@colab-gallery.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, 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.

Effects 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. 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 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. You will have to bear the direct cost of returning the goods. 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.

Attachment 3

To make use of your right to withdraw you may use the following model form, but it is not obligatory.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To COLAB Gallery GmbH, Hegenheimer Strasse 16, 79576 Weil am Rhein
fax: +49 (0)7621 16 29 46 11, e-mail-address: info@colab-gallery.com:

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

Ordered on (*)/received on (*),

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

(*) Delete as appropriate.