

General Terms and Conditions of Torso GmbH

Dated: January 2012

1. Scope of application

We supply our products exclusively to **commercial customers, tradespersons, freelancers, industrial customers, administrative authorities, and customers from the field of science and education.**

With your order, you confirm that you will use the goods for commercial or professional purposes.

2. General

2.1 The contract shall be based on these General Terms and Conditions. Other conditions shall not form part of the contract, even if we do not oppose them expressly. Any side agreements made before and upon entering of the contract may only be invoked if such side agreements have been confirmed immediately in writing.

2.2 Our offers are non-binding. We are entitled to save the data relevant to processing of contracts using EDP.

2.3 Any offsetting or retentions by you shall only be permissible against counterclaims that are either uncontested or have been recognized by declaratory judgment.

2.4 If you are a merchant, a public law entity or a separate fund under public law, the competent court at our place of business in Wertheim/Mosbach shall be the courts of jurisdiction; we shall also be entitled to take legal action against you at the competent court at your place of business. Any legal relations between you and us shall be governed by German law, with exception of the UN Convention on Contracts for the International Sale of Goods (CISG).

3. Coming into existence of the contract upon order placement in the online shop

3.1 All product offers presented in our Internet shop shall be non-binding and no offers in the legal sense. They are only to be considered a request for submitting an offer. By clicking the "Add to shopping cart" button, you can add the relevant goods to the virtual shopping cart. This procedure is still non-binding and does not constitute a contractual offer. Before placing an order, the contents of the order, including your customer data, will be summarized on an overview page. There, you can edit all order data via the relevant editing fields.

3.2 By clicking the button "Confirm order", you will submit a binding offer for entering into a purchase contract.

3.3 After placement of the order, you will receive an automatically generated e-mail from us confirming the receipt of order (confirmation of receipt). This confirmation of receipt shall not constitute an acceptance of the contract. The contract will only take effect once we send an order confirmation or deliver the goods.

3.4 You can download these General Terms and Conditions as a pdf-file at any time and print it out. You can save and print the contents of your order directly after placing it, provided that you have opened an account in our online shop. In any case, we will provide you with the contract terms and conditions, including these General Terms and Conditions, by e-mail once you have placed your order.

4. Delivery

4.1 Risk passes on you ex works once the delivered goods leave our warehouse, even if we perform shipment or export.

4.2 Delivery will be made by parcel service or mail to your business address. Large equipment (e.g. light cabins) will be shipped by freight carriers on pallets as from a weight of more than 30 kg.

4.3 Shipment will be made on the day following your order, provided that the ordered goods are in stock. Articles marked with "In Stock" are goods available in stock. "In Stock" refers to 1 to 2 units of an article, if you need larger quantities, please contact us for the delivery time. In exceptional circumstances, e.g. due to demand variations or delayed deliveries by manufacturers, a longer delivery time, must be expected in such articles, too. If one of these articles, as an exception, is not in stock, we will inform you immediately and send an order confirmation indicating the expected date of delivery.

4.4 As from a net order value of (see shipping cost list), plus applicable VAT, we deliver postage and freight paid within Germany.

For orders under this value we charge a gross shipping charge according to the shipping cost list. Express delivery is possible upon request, against an extra charge.

4.5 Shipment will be insured, at your expense, provided that you leave the decision on the shipping method to us. If you insist on a shipping method other than the method suggested by us, insuring the shipment may not be possible (e.g. in the case of parcels, envelope).

4.6 International shipments shall be based on our shipping cost list.

4.7 If partial deliveries are made for reasons we are solely responsible for, the subsequent deliveries will be made postage and freight paid. This does not apply to international deliveries.

5. Returning non-defective goods

If you intend to return non-defective goods, this shall only be permissible in consultation with us, provided that the goods are without any signs of use and in the original packaging. For approved return shipments, we will charge a fixed handling fee of Euro 13.50. The costs of the return shipment shall be borne by you.

Software products and colour sample cards cannot be returned once the foil packaging has been opened. Individual colour samples of all colour systems are ordered/produced based on the specific orders and cannot be returned nor exchanged.

6. Prices, payment

6.1 All prices stated are net prices, plus applicable VAT.

6.2 In the online shop, payment can be made by

1. **Credit card** Visa card, MasterCard, American Express
2. **Automatic debit transfer system** from an account in Germany
3. **Prepayment** to our account, the account information will be specified separately
4. **Paypal**
5. **Invoice** for customers in Germany (creditworthiness assumed)
We reserve the right to reject delivery against invoice without explanation

You can choose the preferred payment method in the ordering process.

6.3 Invoices (only within Germany) shall be payable within 14 days, unless provided for otherwise. Due to our narrow profit margins, we cannot grant any cash discount.

6.4 In the case of deliveries in other countries of the European Union, we must know your VAT ID if German VAT is not to be applied. Otherwise, VAT will be stated and applied. In the case of deliveries to countries outside of the European Union, German VAT will not be applied, and you yourself will be

responsible for making the required tax declarations in your country. You will bear the national turnover tax on imports and custom duties.

6.5 In the case of delayed payment and/or reasonable doubt concerning your creditworthiness, we shall be entitled to claim prepayment or provision of security in the amount of the invoiced amount before each individual delivery.

7. Retention of title

Until paid in full without reservation, we retain title to the supplied goods. In case there are additional claims from our side against you, the retention of title shall continue until such claims have been paid.

8. Liability for defects

8.1 In the event that the goods supplied by us shall prove defective, we shall be free to choose the way of remedy of the defect, i.e. either repair of the defect or delivery of non-defective goods.

8.2 Colour deviations between the colour sample cards and the original samples are possible due to production conditions and shall not give rise to claims.

8.3 The delivered goods shall be inspected immediately upon receipt, and any obvious defects shall be notified immediately in writing. Hidden defects shall be notified immediately once they are discovered. Any transport damage shall be notified to the bearer immediately. If the inspection and notification of defects obligations are not met, any claims for defects shall be excluded.

8.4 Our liability for slight negligence is restricted to claims based on injury to life, body or health, to claims arising from the Product Liability Law and to claims arising from the culpable infringement of essential contractual obligations, with said infringement putting the purpose of the contract at risk.

8.5 Claims against us based on defects are subject to a statute of limitations of one year as of the delivery of the goods. The same shall apply accordingly to claims for damages, for whatever legal reason.

TORSO GmbH

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