

GENERAL TERMS AND CONDITIONS OF BUSINESS (GTC)

OF Hunziker Apparel GmbH

(as of March 2013)

I. Scope of application

1.1. The General Terms and Conditions of Sale and Delivery stated below shall apply, in the version valid as of the day of order, to any and all contracts of sale concerning products offered in the web shop and shall become part of the contract. Any and all transactions between Hunziker Apparel GmbH and the customer shall exclusively be subject to the present General Terms and Conditions of Business (GTC); any contravening or deviating terms of procurement on the part of the customer, even if known, shall become valid only if acknowledged by Hunziker Apparel GmbH explicitly and in writing.

1.2. These GTC shall apply without restriction to legal transactions between private persons and companies within the meaning of §1 Consumer Protection Act (KSchG). To the extent the provisions of KSchG as amended mandate agreements that deviate from these GTC, for example with regard to the conclusion of contracts in distance selling, the legal provision shall apply.

II. Offer, Orders

2.1. Offers by Hunziker Apparel GmbH shall be without engagement and non-binding. An offer of contract (order) from a customer – in whatever form or shape – shall require written confirmation of order and acceptance by Hunziker Apparel GmbH.

2.2. Scope and volume of the order, in particular with regard to product model, color, functionality and date of delivery and other specifications, shall be binding only if expressly agreed in writing.

2.3. For technical reasons, any and all product images displayed on www.hunzikerpparel.com may differ from the appearance of the actual product.

III. Contract language

3.1. Contractual content, any other information, customer service and complaint management shall be offered in German and English.

IV. Right of rescission

4.1. Customers who are consumers within the meaning of the Consumer Protection Act shall have the right to withdraw from the purchase within 14 days from taking delivery of the goods. Sending this statement of rescission within such period shall be deemed sufficient. In case of rescission, the purchase price shall be returned only against concurrent return of the goods received by the

customer. This shall be based on the condition that the goods are in an unused state which allows them to be sold as new.

4.2. Return of the goods shall be affected at the customer's expense.

4.3. Hunziker Apparel GmbH shall charge an appropriate compensation for loss in value for any articles damaged or impaired by signs of use. The same shall apply to goods returned without complete accessories.

4.4. The consumer shall not have a right of rescission under contracts for goods which are produced to customer specifications and are clearly tailored to personal needs and requirements.

4.5. Any information, data inquiries or complaints shall be directed to Hunziker Apparel GmbH .

V. Prices

5.1 Prices shall be quoted ex works Vienna in the currency stated including the relevant value added tax as well as other charges for collection by the customer.

5.2 Unless otherwise agreed, Hunziker Apparel GmbH shall charge transportation and packaging separately and in addition to the purchase price.

5.3. Any export or import charges incurred in the course of delivery shall also be at the buyer's expense.

VI. Terms of payment

6.1. Payment for the goods shall be effected by credit card, paypal or instant transfer upon placing the order. The selling process shall be deemed complete once payment details have been entered and the "order" button has been clicked; the purchase shall thus be final and cannot be cancelled or modified anymore.

6.2. However, the contract of sale shall only come into existence if payment has been effected and authorized by the respective credit card company or bank and our account has been credited in full.

VII. Performance/Terms of delivery

7.1. Hunziker Apparel GmbH will make every effort to deliver as quickly as possible. There shall not be any binding dates or periods of delivery; i.e., all periods of delivery shall be non-binding. Any dates of delivery agreed to be binding shall be required to be put in writing.

7.2. Hunziker Apparel GmbH will generally do its best, taking into account production, execution and development possibilities, to effect delivery within six weeks from placement of order where possible.

7.3. In case a binding delivery period has been agreed in deviation of these provisions, non-compliance with dates on the part of Hunziker Apparel GmbH shall entitle the customer to enforce its rights only after the latter has granted Hunziker Apparel GmbH an adequate extension of at least four weeks unless agreed otherwise on a case-by-case basis.

7.4. No delay in delivery shall be construed especially in case of difficulties in obtaining products from third parties or business disruptions (including those experienced by suppliers of Hunziker Apparel GmbH).

7.5. The date of delivery shall be that day on which the product leaves the factory or warehouse; should such day be impossible to determine, that day shall apply on which the product is placed at the customer's disposal.

7.6. Hunziker Apparel GmbH shall reserve the right to choose route and type of transport. Any additional cost incurred as a result of special shipping requests on the part of the customer shall be at the latter's expense. The same shall apply to any increase in freight rates, detour costs, storage costs etc. occurring after conclusion of the contract.

7.7. Shipment shall be effected freight collect to the address stated by the customer at the customer's risk and expense. The customer shall bear any and all expenses resulting from incorrect, incomplete or unclear information provided by the customer.

The recipient shall assert any damage in transit, loss incurred or other damage to the shipping company without delay.

7.8. In case a customer rejects acceptance of a product, said customer shall bear any and all costs of (return) transportation and storage.

7.9. Force majeure of any kind, service or traffic disruptions, fire damage, flooding, lack of labor, energy, raw materials or auxiliary materials, strike, lock-outs, dispatch disruptions, ordinances or other impediments which prevent, delay, impair or render unreasonable the production, shipment, acceptance or consumption shall relieve the relevant party of the obligation to deliver or accept the product for the duration and to the extent of the disruption. If such disruption leads to a delay in delivery and/or acceptance of more than eight weeks, either party shall be entitled to withdraw from the contract. If parts or all of the sources of Hunziker Apparel GmbH are no longer available, the latter shall not be obliged to buy from other suppliers.

VIII. Warranty, Obligation to inspect and give notice of defects

8.1. At its discretion, Hunziker Apparel GmbH shall satisfy a customer's warranty claims by improvement, providing missing components, or replacement within a reasonable period. Only if no improvement, no provision of missing components or replacement is effected within a reasonable period shall the customer be entitled to a reduction in price or rescission of the contract. Rescission shall be excluded for minor defects. Variations in the quality of product and execution within the standards shall be deemed agreed and shall not entitle the customer to any warranty claims or any other claims or to any rights of any form or nature.

8.2. Hunziker Apparel GmbH shall not assume any liability regarding the suitability of the delivered product for the purpose intended by the customer. The same shall apply for purely optical deviations that do not impair proper use of the product. In case of defects in quality, any warranty claims must be made in court within six months from delivery of the product. The period shall run from the day of delivery of the product.

8.3. The customer shall inspect the product immediately, but no later than seven days from the time risk passes, after delivery or performance. Any defects detected in this process shall be notified to Hunziker Apparel GmbH forthwith, stating type and extent of the defect as well the exact product designation and date of delivery and including presentation of the relevant invoice.

IX. Passing of risk

9.1. The risk shall pass to the customer as soon as the shipment has been handed over to the person/company executing transportation or has left the warehouse of Hunziker Apparel GmbH for shipping.

X. Damages

10.1. Any and all claims for damages vis-à-vis Hunziker Apparel GmbH shall be excluded in cases of slight negligence.

10.2. Beyond that, any liability for damages on the part of Hunziker Apparel GmbH shall be limited to 50% of the amount of the purchase price. Liability for any damage in excess of this shall be precluded in any case.

10.3. Any claim for damages against Hunziker Apparel GmbH can be filed in court only within six months from the time at which the claimant/s became or were able to become aware of the damage, but no later than two years from the event constituting the claim.

XI. Reservation of title

11.1. Hunziker Apparel GmbH shall deliver all products and services under reservation of title and shall remain the property of Hunziker Apparel GmbH until payment has been effected in full including any supplementary fees.

XII. Setoff

12.1. A setoff against any claim the customer may have on Hunziker Apparel GmbH shall be excluded unless such claim has been explicitly acknowledged by Hunziker Apparel GmbH or recognized by a court judgment.

XIII. Data protection, Change of address, Copyright

13.1. The customer agrees that all personal data contained in the order and the contract of sale can be stored and processed electronically by Hunziker Apparel GmbH in fulfilling such agreement.

13.2. Hunziker Apparel GmbH shall respect the customer's privacy and shall strictly adhere to any and all applicable privacy regulations. Personal data shall be used only within the framework provided by law. All employees of Hunziker Apparel GmbH are subject to the secrecy provisions of the Privacy Act.

Hunziker Apparel GmbH shall not pass on any customer data to third parties without the customer's express consent. This shall not apply if there is a legal obligation to disclose data.

13.3. The customer shall notify Hunziker Apparel GmbH of any changes in the delivery address prior to complete and mutual performance of the legal transaction under the contract. If such

notification is not effected, deliveries shall be deemed effected if sent to the last known address of the customer.

XIV. Consent to email advertising, List of references

14.1. The customer consents to receive advertising and information from Hunziker Apparel GmbH by email in a reasonable amount and to be named in a list of references maintained by Hunziker Apparel GmbH and which may be posted on the latter's homepage. The contracting partner shall have the right to revoke this consent in writing, by fax or email, at any time.

XV. Partial invalidity

15.1. In case parts of these GTC are or become legally invalid or ineffective, this shall not affect the validity and effectiveness of the other provisions of these GTC and shall then be construed and/or amended in such a way as to ensure that the intended economic purpose is fulfilled as closely as possible in a legally permissible manner. This shall also apply to any contract gaps.

XVI. Choice of law, Place of jurisdiction

16.1. These General Terms and Conditions of Business and all legal relations between Hunziker Apparel GmbH and the customer shall be subject to Austrian substantive law.

16.2. The United Nations Convention on Contracts for the International Sale of Goods as well as national and international conflict rules shall be explicitly excluded.

16.3. It shall be deemed agreed that any and all disputes between Hunziker Apparel GmbH and the customer including the issue of the legality of the coming into existence as well as related effects prior to and following the concluded contracts of sale shall be submitted exclusively to the factually competent court within the place of jurisdiction of Hunziker Apparel GmbH .

16.4. If it has been agreed that Hunziker Apparel GmbH shall bear customs and import levies of the country of destination, any increases in such levies occurring between placing and confirmation of the order and delivery of the product shall be at the customer's expense. Any other fees, taxes and costs related to the contract of sale shall also be borne by the customer.

16.5. Changes to these GTC on the part of Hunziker Apparel GmbH shall be deemed accepted and valid for existing contracts unless the customer objects to the GTC within 14 days of announcement of the changed GTC. The changed GTC can be announced in writing or electronically, in particular by way of publication on the homepage.