

General Terms and Conditions

ANDY WOLF Fashion GmbH

September 2019

1. Scope

The valid version of these general terms and conditions (hereinafter: "T&Cs") of ANDY WOLF Fashion GmbH (hereinafter: "ANDY WOLF") shall apply from the time of order to all contractual agreements concluded between ANDY WOLF and commercial customers.

The customer consents to these T&Cs by submitting an order. These T&Cs shall apply to all future transactions, even without another express agreement.

Amendments and addenda to the T&Cs, as well as verbal agreements, which deviate from the contents of these T&Cs, shall only become valid with written consent from ANDY WOLF. ANDY WOLF expressly rejects any general purchasing terms and conditions of the customer. Terms and conditions presented by the customer, which deviate from these T&Cs, shall not be valid unless their application is expressly approved in writing.

2. Contractual language

The contractual language is German. All other information, customer services and complaints processing are offered in German.

3. Applicable law, place of jurisdiction and place of performance

These T&Cs and the contracts concluded according to these T&Cs are subject to Austrian material law to the exclusion of the United Nations Convention on the International Sale of Goods (CISG). Place of performance for work and services and payment is the place of domicile of ANDY WOLF. The parties agree the jurisdiction of the materially competent court in Hartberg.

4. Conclusion of contracts

Written quotes by ANDY WOLF are invitations to the customer to submit an offer. The quotes from ANDY WOLF are non-binding. The customer's order represents a binding offer to conclude a contract. Orders can be made online, by email, in writing or directly to sales employees of ANDY WOLF. It is only possible to place orders with all the customer's details.

Confirmation of receipt of the order shall be by automatic email (order confirmation) after sending the order, and shall not represent acceptance of the contract. The contract only becomes legally valid after order confirmation by ANDY WOLF or by actual provision of services to the customer.

The customer shall immediately check received goods for any defects and immediately report these defects to ANDY WOLF in writing.

5. Delivery

If a contract is concluded, ANDY WOLF shall perform the order without unnecessary delay. Ordered goods shall be dispatched in principle within 14 working days, provided the ordered articles are in stock. However, date information and delivery deadlines are non-binding and only apply as guides unless expressly declared in writing to be binding.

Unless agreed otherwise, the delivery address provided by the customer is relevant for the delivery. If

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delivery to the customer is not possible because they do not accept the ordered goods or the delivery address has not been provided correctly, the customer shall bear the costs for the unsuccessful delivery. Immediately after discovery of transport damage, the customer shall report transport damage in writing by email to ANDY WOLF as well as to the haulier, post office or other courier.

ANDY WOLF reserves the right to dispatch orders of multiple items either separately or together at its discretion, especially if the ordered quantities are not all available at once.

If the customer waives a delivery and reserves the right to collect the goods itself, ANDY WOLF shall only supply the goods in return for a cash payment. If payment is by electronic transfer, the good shall be supplied after receipt of payment.

6. Duties of information

The customer shall truthfully inform ANDY WOLF of all information and facts needed for provision of work and services.

Altered circumstances, notably changes to the customers details (name, address, email) must immediately be reported to ANDY WOLF. In particular, the customer shall immediately advise ANDY WOLF of any changes of address. If the customer omits such a notification, additional costs incurred as a result of the omitted notification shall be borne by the customer. Declarations are deemed to have been received if they are sent to the last known address.

7. Prices, shipping costs, payment date, transfer of risk

The product prices stated by ANDY WOLF at the end of the order process are net prices without statutory VAT. The shipping costs are shown separately in the order process.

If ANDY WOLF issues net invoices without VAT as part of a foreign order, the customer shall provide its VAT number.

The customer is not entitled to deduct a discount if a discount has not been expressly agreed. The purchase price is generally due from the customer immediately with the order unless agreed otherwise.

In the event of arrears, default interest of 9.2 % above the respective base rate of the Austrian National Bank shall be charged from the payment date of the claim. Additionally, compensation for collection costs of € 40.00 shall be charged in the event of arrears. Further (statutory) claims remain unaffected hereby.

Any complaints concerning the goods shall not justify the withholding of the purchase price due to ANDY WOLF. The customer is not entitled to withhold or offset payments because of (asserted) warrant claims or other counter-claims.

Risk shall transfer to the customer upon handover or receipt of the product or to the customer or to the persons responsible for shipping to the customer. This shall also apply if free delivery was agreed. Insofar as dispatch/collection is delayed through no fault of ANDY WOLF, risk shall transfer to the customer upon notification of the readiness for dispatch or collection. All shipments, including any returns, shall be at the customer's risk. Insurance against shipping risks of all kinds shall only be purchased upon express written request from and at the cost of the customer.

8. Retention of title and resale of the goods

8.1

The supplied goods, paters and paternosters shall remain the property of ANDY WOLF until all claims, including interest, discounts incorrectly deducted by the customer or not recognised by ANDY WOLF, costs incurred and the like for whatever legal reason, have been paid by the customer.

While retention of title applies and not all demands have been settled in full, the customer shall treat the goods with due care and attention and comply with their proper duty of care. The assertion of retention of title does not represent withdrawal from the contract by ANDY WOLF. Pledges or liens before full

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payment are excluded. If the goods are seized or confiscated or otherwise claimed by third parties, the customer shall refer to the property of ANDY WOLF, immediately inform same of this and send ANDY WOLF all information and documentation necessary for asserting the property rights.

8.2

The goods may only be sold in the expressly agreed shops/branches. Resale of the goods in a webshop or through other electronic platforms is prohibited without express (written) consent from ANDY WOLF.

9. Warranty

Immediately upon receipt of the goods, the customer shall check that the goods are complete and correspond to the order. Obvious defects should be reported immediately after receipt, defects detected after a proper inspection within eight days of receipt, other defects within one week of discovery, in writing with a detailed description of the defect. If the complaint is omitted, acceptance is deemed to be completed and any warranty is excluded. The conditions of the warranty law shall apply after a proper complaint. A warranty period of one year is deemed to be agreed.

In a warranty case, goods are repaired or replaced, and in the event of repair ANDY WOLF shall decide how. In the case of replacement, ownership of the replaced part shall transfer to ANDY WOLF. If ANDY WOLF does not repair defects within a reasonable period specified in writing, or if the repair or replacement fails, ANDY WOLF can choose to reduce the price or carry out conversion.

10. Exchange

After prior consultation and separate (written) agreement with ANDY WOLF, a right of exchange can be granted to the customer in specific cases. There is no legal claim to exchange.

In the case of exchange, the customer shall return the respective goods in perfect condition (original condition including any cases, etc.) at its own cost within 7 days of exercising their right of exchange to the offices of ANDY WOLF. In particular, ANDY WOLF reserves the right to demand compensation or payment for use from the customer in the event of late return or damage to the goods subject to change.

11. Reservation

In the event, in particular, that a customer has to pay in advance because of their creditworthiness or temporarily has a delivery block because of outstanding payments, ANDY WOLF reserves the right to reserve the respective ordered goods for the respective customer for a period of up to 3 weeks from the order. This reservation is lifted as soon as either the prepayment is made or the delivery freeze has been lifted. The reservation shall lapse after the maximum period of 3 weeks and this may lead to the ordered goods, which were available within the reservation period of 3 weeks, now being sold out or no longer being deliverable. In this case, the customer is not entitled to demand replacement.

12. Liability

ANDY WOLF is not liable for a specific success and in any case is merely liable for grossly malicious breaches of duty up to a maximum of the value of the goods ordered by the customer. Liability for slight negligence is excluded in any case. In addition, ANDY WOLF is only liable for typical and foreseeable damage, i.e. for damages, the occurrence of which could reasonably be expected when concluding the contract according to the circumstances known at this time. Claims for consequential damages (due to defects) and for damage, for which the customer can obtain insurance cover, or which are controllable by the customer, for other indirect damages and losses or lost profits, as well as general pecuniary losses, notably from defective, omitted or delayed work and services, are expressly excluded. The claims for compensation, to which the customer is entitled according to the above conditions, shall lapse within

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six months from learning of the damage and damaging party; compensation according to the Product Liability Act is based on the statutory expiration provisions. Regress liability as defined in s. 12 PHG is excluded unless the regress beneficiary demonstrates that the fault was caused in the sphere of ANDY WOLF at was caused at least through gross negligence.

13. Force Majeure

Force Majeure or other unforeseen obstacles in ANDY WOLF's sphere shall release it from compliance with the agreed obligations. Force Majeure in particular includes business and transport disruptions, incorrect work and services by suppliers, transport interruptions or production stops; ANDY WOLF is released from the obligation to provide work and services for the period of the listed hindrance without the customer accruing rights to price reduction or other compensation.

14. Copyright

All work and services, which notably include presentations, concepts, plans, photographs, sketches, ideas and other documents, as well as samples, catalogues, brochures, illustrations and the like, shall always remain the intellectual property of ANDY WOLF and can be demanded back by ANDY WOLF at any time. The customer shall not acquire any rights of use or utilisation of any kind.

Utilisation or use by the customer is only permitted with express (written) consent from ANDY WOLF.

The content and works produced by ANDY WOLF on the websites are subject to Austrian copyright law. The content is published for online access. The copyright and usage rights for texts, charts, design, source code and picture material – unless labelled otherwise – are held by ANDY WOLF. The creation, use and non-commercial forwarding of copies in electronic or printed form are permitted if the contents remains unchanged and the source is stated (source: Andy Wolf Fashion GmbH). Downloads and copies of websites of ANDY WOLF are only permitted for private, non-commercial use. Any type of reproduction, editing, processing, and any kind of utilisation outside the limits of the copyright requires the prior written consent of the respective rights holder. Any additional use, notably linking or framing the website (even only parts thereof) requires the prior written consent of ANDY WOLF.

After the end of the partnership or a contractual relationship with ANDY WOLF, the customer is no longer permitted to utilise or use advertising materials from ANDY WOLF in any way. The customer shall return to ANDY WOLF all advertising material provided to it immediately and at its own cost.

15. Data protection and advertising

In order to fulfil the contract, it is expressly stated that names, addresses, phone and fax numbers, and email addresses, as well as payment modalities of the customer of ANDY WOLF are stored on data carriers for computer-based customer care (billing, customer index). Customer data is not forwarded to third parties except in cases where this is necessary in order to fulfil the order (to the executing supplier).

The customer states their agreement that they can be informed either electronically or by post of products/services from ANDY WOLF at regular intervals. If the customer does not wish to receive this information, they can revoke the consent at any time by information notification.

16. Paters and paternosters

Paters and paternosters supplied for display purposes shall remain the property of ANDY WOLF. They may only be used by the customer on the basis of a separate agreement.

ANDY WOLF merely provides the paters and/or paternosters to the customer; the customer itself is responsible for installation and placing of these advertisements and shall indemnify ANDY WOLF fully in this respect.

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17. Commission contract

The commission contract sent to the customer, which forms an integral part of these T&Cs, shall be deemed to be accepted by the customer in full if the customer does not return this signed commission contract to Andy Wolf within 10 days of receipt of the contract but has already advised Andy Wolf or one of its employees that it needs the goods or an event is planned.

18. Saving clause

The invalidity of a condition of these T&Cs shall not affect the remaining conditions. The invalid condition shall be replaced by a commercially equivalent or similar but admissible condition.

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