

General Terms and Conditions

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1) Scope of Application

1.1 These General Terms and Conditions of the company HYTO GmbH (hereinafter referred to as "Seller") shall apply to all contracts concluded between a consumer or a trader (hereinafter referred to as "Client") and the Seller relating to all goods and/or services presented in the Seller's online shop. The inclusion of the Client's own conditions is herewith objected to, unless other terms have been stipulated.

1.2 A consumer pursuant to these Terms and Conditions is any natural person concluding a legal transaction for a purpose attributed neither to a mainly commercial nor a self-employed occupational activity. A trader pursuant to these Terms and Conditions is any natural or legal person or partnership with legal capacity acting in the performance of a commercial or self-employed occupational activity when concluding a legal transaction.

2) Conclusion of the Contract

2.1 The product descriptions in the Seller's online shop do not constitute binding offers on the part of the Seller, but merely serve the purpose of submitting a binding offer by the Client.

2.2 The Client may submit the offer via the online order form integrated into the Seller's online shop. In doing so, after having placed the selected goods and/or services in the virtual basket and passed through the ordering process, and by clicking the button finalizing the order process, the Client submits a legally binding offer of contract with regard to the goods and/or services contained in the virtual basket. The Client may also submit his offer to the Seller by telephone, e-mail, postal service or per online contact form.

2.3 The Seller may accept the Client's offer within five days,

- by transferring a written order confirmation or an order confirmation in written form (fax or e-mail); insofar receipt of order confirmation by the Client is decisive, or
- by delivering ordered goods to the Client; insofar receipt of goods by the customer is decisive, or
- by requesting the Client to pay after he placed his order.

Provided that several of the aforementioned alternatives apply, the contract shall be concluded at the time when one of the aforementioned alternatives firstly occurs. Should the Seller not accept the Client's offer within the aforementioned period of time, this shall be deemed as rejecting the offer with the effect that the Client is no longer bound by his statement of intent.

2.4 In case of an order via the seller's online order form, the text of the contract is stored and sent to the client in text form (e.g. e-mail, fax or letter) after the posting of his order in addition to the available General Terms and Conditions. However, after posting his order, the text of the contract can no longer be called by the Client on the Seller's website.

2.5 Prior to submitting a binding order via the Seller's online order form, the Client may recognize input errors by reading attentively the information displayed on the screen. The enlargement function of the browser to enlarge the display on the screen may be an effective method for better recognizing input errors. The Client can correct all the data entered via the usual keyboard and mouse function during the electronic ordering process, until he clicks the button finalizing the ordering process.

2.6 The German and the English language are exclusively available for the conclusion of the contract.

2.7 Order processing and contacting usually takes place via e-mail and automated order processing. It is the Client's responsibility to ensure that the e-mail address he provides for the order processing is accurate so that e-mails sent by the Seller can be received at this address. Particularly, it is the Client's responsibility, if SPAM filters are used, to ensure that all e-mails sent by the Seller or by third parties commissioned by the Seller with the order processing can be delivered.

3) Right to Cancel

3.1 Consumers are entitled to the right to cancel.

3.2 Detailed information about the right to cancel are provided in the Seller's instruction on cancellation.

4) Prices and Payment Conditions

4.1 Unless otherwise stated in the product descriptions, prices indicated are total prices and include the statutory value-added tax. Any possible additional delivery and dispatch

costs are specified separately in the respective product description.

4.2 Payment can be made using one of the methods mentioned in the Seller's online shop.

4.3 In case of delivery to countries outside the European Union, additional costs may incur in individual cases for which the Seller is not responsible and which have to be borne by the Client. This includes for example transfer fees charged by banking institutes (transfer charges, exchange fees) or import duties or taxes (customs). Such additional costs regarding money transfer may also incur, if the Client carries out the payment from a country outside the European Union, even if delivery is not made in a country outside the European Union .

4.4 If prepayment has been agreed upon, payment shall be due immediately upon conclusion of the contract.

4.5 In case of the payment method delivery on invoice, the purchase price is to be paid within 14 (fourteen) days following the receipt of the invoice, unless otherwise agreed. The Seller reserves the right to conduct a credit assessment in the case of the payment method delivery on invoice. He may refuse this payment method in case of a negative outcome of the credit assessment.

4.6 When payments are made using a payment method offered by PayPal, handling of payments takes place via the payment service provider PayPal ((Europe) S.a. r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter referred to as "PayPal") subject to the PayPal terms of use which can be viewed at:

<https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>. In case the client has no PayPal account, the conditions applicable for payments without PayPal account will be effective. They can be viewed at:

<https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>.

5) Shipment and Delivery Conditions

5.1 Goods are generally delivered on dispatch route and to the delivery address indicated by the Client, unless agreed otherwise. During the processing of the transaction, the delivery address indicated in the Seller's order processing is decisive. However, in case the Client selects the payment method PayPal, the delivery address deposited with PayPal at the date of payment shall be decisive.

5.2 Should the assigned transport company return the goods to the Seller, because delivery to the Client was not possible, the Client bears the costs for the unsuccessful dispatch. This shall not apply, if the Client exercises his right to cancel effectively, if the delivery cannot be made due to circumstances beyond the Client's control or if he has been temporarily impeded to receive the offered service, unless the Seller has notified the Client for a reasonable time in advance about the service.

5.3 In case the Client is a trader, the risk of accidental destruction and accidental deterioration of the sold goods shall be transferred to the Client upon delivery of the

goods to the freight forwarder, carrier or other person or institution designated with the task of performing shipment. In case the Client is a consumer, the risk of accidental destruction and accidental deterioration of the sold goods shall in principle be transferred to the Client upon delivery of the goods to the Client or to an authorized recipient. Deviating from this, even in case the Client is a consumer, the risk of the risk of accidental destruction and accidental deterioration of the sold goods is transferred to the Client upon delivery of the goods to the freight forwarder, carrier or other person or institution designated with the task of performing shipment, if the Client has instructed the freight forwarder, carrier or other person or institution designated with the task of performing shipment to carry out the delivery of the goods and if the choice of this person or institution was not previously offered by the Seller.

5.4 The Seller reserves the right to withdraw from the contract in the event of incorrect or improper self-supply. This only applies, if the Seller is not responsible for the non-supply and if he has concluded a concrete hedging transaction with the supplier. The Seller shall make all reasonable efforts to obtain the goods. In case of non-availability or partial availability of the goods he shall immediately inform the Client and grant him immediately counterperformance.

5.5 Personal collection is not possible for logistical reasons.

6) Reservation of Proprietary Rights

In case the Client is a consumer, the Seller retains title of ownership to the delivered goods until the purchase price owed has been paid in full.

6.1 In case the Client is a trader, the Seller reserves title to the goods delivered until the fulfillment of all claims arising out of the current business relationship.

6.2 In case the Client is a trader, he is entitled to resell the reserved goods in the course of regular business operations. All claims resulting from such course of business against a third party shall herewith be assigned in advance to the Seller in the amount of the respective invoice value (including VAT). This assignment of claims shall be valid regardless whether the reserved goods are processed prior to or after resale or not. The Client remains entitled to collect the claims even after assignment. However, the Seller shall refrain from collecting the claims as long as the Client meets his payment obligations, he is not in default and no application has been lodged to open insolvency proceedings.

7) Warranty

Should the object of purchase be deficient, statutory provisions shall apply. Deviating hereof, the following shall apply:

7.1 For traders,

- a marginal defect shall generally not constitute warranty claims defects,
- the Seller may choose the type of subsequent performance,

- for new goods, the limitation period for defects shall be one year from transfer of risk,
- for used goods, rights and claims for defects are generally excluded,
- the limitation period shall not recommence, if a replacement delivery is carried out within the scope of liability for defects.

7.2 The aforementioned limitations of liability and the restrictions of limitation periods do not apply

- for a product, which was not used, in accordance with its usual application, for building construction and which was the cause of the building's defectiveness,
- for damages arising out of injuries to life, body or health, which result from intentional or negligent violation of the Seller's duties or the intentional or negligent violation of duties by the legal representative or the vicarious agent of the user,
- for other damages resulting from intentional or grossly negligent violation of the Seller's duties or the intentional or grossly negligent violation of duties by the legal representative or the vicarious agent of the user,
- if the Seller has fraudulently concealed the defect.

7.3 Furthermore, for traders the statutory limitation periods for recourse claims pursuant to section 478 of the German Civil Code (BGB) remain unaffected. The same applies for traders and consumers in the case of intentional breach of duty and fraudulent concealment of a defect.

7.4 If the Client is a businessperson pursuant to section 1 of the German Commercial Code (HGB) he has the commercial duty to examine and notify defects pursuant to section 377 HGB. Should the Client neglect the obligations of disclosure specified therein, the goods shall be deemed approved.

7.5 If the Client is a consumer, the forwarding agent has to be immediately notified of any obvious transport damages and the Seller be informed accordingly. Should the Client fail to comply therewith, this shall not affect his statutory or contractual claims for defects.

8) Liability

The Seller shall be liable to the Client for any contractual and quasi-contractual claims and for claims of liability in tort regarding damages and effort compensation as follows:

8.1 The Seller shall face unlimited liability regardless of the legal ground

- in case of intent or gross negligence,
- in case of injuries of life, body or health resulting from intent or negligence,
- in case of a promise of guarantee, unless otherwise provided,
- in case of liability resulting from mandatory statutory provisions such as the product-liability-law.

8.2 Provided that the Seller negligently infringes an essential contractual duty, the liability to pay damages shall be limited to the foreseeable, typically occurring damage, unless unlimited liability applies pursuant to the aforementioned Section. Essential significant contractual obligations are obligations the contract imposes on the Seller according to its content to meet the purpose of the contract and whose fulfillment is essential for the due and proper implementation of the contract and on the fulfillment of which the Client can regularly rely.

8.3 For the rest, the Seller's liability is excluded.

8.4 The aforementioned provisions on liability apply also to the Seller's liability regarding his legal representatives and vicarious agents.

9) Applicable Law

The law of the Republic of Austria shall apply to all legal relationships between the parties under exclusion of the laws governing the international purchase of movable goods. For consumers, this choice of law only applies to the extent that the granted protection is not withdrawn by mandatory provisions of the law of the country, in which the consumer has his habitual residence.

10) Alternative dispute resolution

10.1 The EU Commission provides on its website the following link to the ODR platform: <http://ec.europa.eu/consumers/odr>.

This platform shall be a point of entry for out-of-court resolutions of disputes arising from online sales and service contracts concluded between consumers and traders.

10.2 The Seller is neither obliged nor prepared to attend a dispute settlement procedure before an alternative dispute resolution entity.