

## TERMS & CONDITIONS OF SALE CRYSTAL MONKEYS GMBH – AGB

### 1. General:

These General Terms and Conditions of Sale shall apply to all sales of crystal monkeys GmbH, First 14, A-6252 Breitenbach am Inn. The client's purchase of CRYSTAL MONKEYS products represents acceptance of these General Terms and Conditions. No change or modification of any of the General Terms and Conditions of Sale shall be valid or binding on either party unless in writing and signed by authorised representatives of each party.

### 2. Orders

All orders are subject to acceptance by CRYSTAL MONKEYS and become legally effective only with the written order confirmation of CRYSTAL MONKEYS, or in the absence thereof upon delivery. Minimum order quantities may apply as communicated by CRYSTAL MONKEYS

### 3. Product Specifications

CRYSTAL MONKEYS may change its product specification at any time. Deviations due to manufacturing and production process (e.g. colours, dimensions, weights, quantities, product qualities) are permissible.

### 4. Prices and Shipping

Unless agreed otherwise in writing, all prices are shown incl. 20% Austrian VAT. All prices charged are subject to the price list in effect on the date of delivery, and other prices quoted by CRYSTAL MONKEYS are valid only for the period of time stated in CRYSTAL MONKEYS quotation. Sales tax, VAT or any other taxes and customs levies applicable to the sales transaction may be invoiced separately.

CRYSTAL MONKEYS works with Österreichische Post AG, Parcel Logistic. Delivery door-to-door (1 – 7 day's):

A, Germ: € 200, - or more – free delivery; below: € 7, - shipping flat rate.

B, NL, I, F, UK: € 200, - or more – free delivery, below € 15, - shipping flat rate.

Other countries: EXW according Incoterms (2000)

Exception: Swarovski Corporate gifts (free delivery at € 2,500 net or more)

The transport to the point of destination as stated in the shipping documents is insured by CRYSTAL MONKEYS. Delivery dates are subject to availability. The delivery period begins with the date of the order confirmation. CRYSTAL MONKEYS shall not be liable for its failure to meet delivery dates. Delivery dates are non-binding indications only and subject to availability. Partial delivery is permitted and may be invoiced. In the absence of specific agreements the packing is chosen by CRYSTAL MONKEYS.

### 5. Payment Terms

Unless agreed otherwise in writing, payments shall be made in advance in Euro. In case of different payment terms other than prepayment, CRYSTAL MONKEYS may, as its sole discretion, demand a bank guarantee or other form of security acceptable to CRYSTAL MONKEYS.

Payment is effected when the amount invoiced is credited on the account indicated by CRYSTAL MONKEYS. In case of payment in a freely convertible currency other than the invoice currency, the exchange risk and all related charges shall be borne by the client. All bank charges shall also be borne by the client.

The client is liable for interest charges of 10% p.a. starting from due date.

CRYSTAL MONKEYS reserves the right to change payment terms or to discontinue performance under any agreement with the client at any time, when in CRYSTAL MONKEYS opinion the client's financial condition or precious payment record so warrants. Cash discounts need written approval from CRYSTAL MONKEYS.

### 6. Limited Warranty and Liability

CRYSTAL MONKEYS warrants to client, that products purchased from CRYSTAL MONKEYS will be free from defects in material and workmanship for 24 months from delivery.

Insignificant deviations from the product specification are excluded from this warranty. CRYSTAL MONKEYS warranty shall not apply to any products which have been in CRYSTAL MONKEYS opinion subject to normal wear and tear, misuse, abuse, modifications, attempted repair, negligence or accident. Unauthorized modifications or misuse, non-compliance with instructions or information provided, or any use outside environmental specifications discharges CRYSTAL MONKEYS from any liability and potentially applicable guarantee under this warranty. This warranty applies to third party supplied products only to the extent and insofar as the supplier makes and honours a warranty to CRYSTAL MONKEYS. This warranty extends to the client only.

The client shall thoroughly examine all deliveries without delay.

Any claim under this warranty must be made in written form sent by registered mail within 14 days after receipt of the defective goods, including a detailed description of the defect. Otherwise the delivery is approved. All warranty claims must be made by registered letter immediately upon discover of the defect.

As client's sole and exclusive remedy for breach of this warranty, CRYSTAL MONKEYS will, at its sole discretion, repair, or replace defective goods, which are acknowledged by CRYSTAL MONKEYS, with non-defective goods or grant a reasonable price reduction in form of a credit note. The goods may only be returned upon prior approval and in accordance with the explicit instructions of CRYSTAL MONKEYS. Should CRYSTAL MONKEYS agree on the return of the products, such goods will only be accepted if returned in original and complete packing units.

The warranty set forth above is exclusive and no other warranty is expressed or implied unless otherwise agreed in writing by CRYSTAL MONKEYS.

CRYSTAL MONKEYS liability is limited to direct damage with respect to the goods themselves and, unless agreed otherwise in writing, shall in no event exceed the amount paid to CRYSTAL MONKEYS for the relevant goods. In no event CRYSTAL MONKEYS shall be liable for any indirect, incidental, special, punitive, consequential or other related damages. This does not apply to damages due to intent or gross negligence directly attributable to CRYSTAL MONKEYS whereas the burden of proof remains with client in any case.

Within the scope of product liability, CRYSTAL MONKEYS liability is limited to personal injury sustained by a customer and property damages CRYSTAL MONKEYS is demonstrably responsible for.

CRYSTAL MONKEYS assumes no liability howsoever in connection with subsequent processing respectively further use of CRYSTAL MONKEYS products.

7. Right of cancellation

As a consumer, you have the right to cancel this purchase agreement for CRYSTAL MONKEYS products up to 14 days after receipt of the goods by you. No reason needs to be stated. If you exercise this right of withdrawal, you are no longer bound to the agreement and crystal monkeys GmbH will refund any payments you have made with respect to this agreement. In order to cancel the agreement, it is sufficient to send a notice in writing, within two weeks to the address of crystal monkeys GmbH and to send the goods back. If you cancel the purchase agreement, you must return the goods within thirty days of the cancellation of the order. The goods returned are dispatched at the expense and risk of the consumer (only in original packing).

8. Intellectual Property Rights

The client is entitled to utilize the trademarks which are affixed to the goods or its packing by CRYSTAL MONKEYS for the purpose of identification of the unchanged or originally packed good.

Any further use (e.g. use of logos, trademarks or other intellectual property rights of CRYSTAL MONKEYS) is only permitted after the prior written consent by CRYSTAL MONKEYS.

Samples, catalogues, brochures, sketches, plans, illustrations, sample boxes etc. remain the property of CRYSTAL MONKEYS and are protected by the appropriate statutory provisions with regard to copying, imitations, competition etc.

9. Retention of title

CRYSTAL MONKEYS shall retain ownership of all goods supplied until settlement in full of all accounts receivable has been made.

10. Dispute Resolution, Jurisdiction and Choice of Law

The parties shall try to settle any disputes amicably. If an amicable settlement cannot be reached, the matter shall be settled before the courts. Unless otherwise provided for by applicable law, this Agreement shall be governed by and construed in accordance with Austrian law with the exclusion of UN-sale-of-goods-law. Exclusive venue for any action brought hereunder shall be in Innsbruck, Austria.

Breitenbach am Inn, June 2014