



General Terms and Conditions of Sale of Q3-Interiors GmbH Hereinafter referred to as "Q3-Interiors"

1. General

These General Terms and Conditions of Sale shall apply to all sales product portfolio by Q3-Interiors, and shall take precedence over the Client's additional or different terms and conditions, which are hereby rejected. The Client's purchase of Q3-Interiors's products represents acceptance of these General Terms and Conditions of Sale and any attachments, which together constitute the entire understanding between the parties and supersede any previous communications, representations or agreements by either party whether oral or written. 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

- 2.1. All orders are subject to acceptance by Q3-Interiors and become legally effective only with the written order acknowledgement of Q3-Interiors, or in the absence thereof upon delivery. Upon acceptance by Q3-Interiors, all Client orders are binding and cannot be varied by Client without the written agreement of Q3-Interiors.
- 2.2. Minimum order quantities may apply as communicated by Q3-Interiors.

3. Product Specifications

- 3.1. Q3-Interiors may change its product specifications at any time.
- 3.2. Information appearing in catalogues, brochures etc. or qualities of a product such as colour, quality or dimensions will be binding only when referenced in the order acknowledgement.
- 3.3. Deviations due to manufacturing process, e.g. in quantities, colours, dimensions, weights and product qualities are permissible.

4. Prices

Unless agreed otherwise in writing, all prices are shown net in Euro and are quoted EXW (named place) in accordance with Incoterms 2010, with the exception that the transport to the point of destination as stated in the shipping documents is insured by Q3-Interiors. All prices charged are subject to the price list in effect on the date of delivery, and other prices quoted by Q3-Interiors are valid only for the period of time stated in Q3-Interiors's quotation. Sales tax, VAT or any other taxes and customs levies applicable on the sales transaction may be invoiced separately.

5. Terms of Payment

- 5.1. Unless agreed otherwise in writing, payments shall be made in advance in Euro. In case of different payment terms other than prepayment, Q3-Interiors may – at its sole discretion – demand a bank guarantee or other form of security acceptable to Q3-Interiors.
- 5.2. Payment is effected when the amount invoiced is credited on the account indicated by Q3-Interiors. 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.
- 5.3. The Client is liable for interest charges of 12 % per annum starting from due date. No claim made by the Client extends the time for payment.
- 5.4. Q3-Interiors reserves the right to change payment terms or to discontinue performance under any agreement with the Client at any time, when in Q3-Interiors opinion the Client's financial condition or previous payment record so warrants.

6. Delivery, Delays in Performance

- 6.1. All deliveries are made according to Incoterms 2010 EXW (named place), with the exception that the transport to the point of destination as stated in the shipping documents is insured by Q3-Interiors. Delivery dates are subject to availability. The delivery period begins with the date of the order acknowledgement. Q3-Interiors 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.
- 6.2. Q3-Interiors shall not be liable for any delay in performance hereunder due to unforeseen circumstances or due to causes beyond Q3-Interiors control, including, but not limited to force majeure, acts of government, military conflicts, delays in transportation or customs formalities, transport damages (in case they are not covered by Q3-Interiors insurance), energy shortages or labour disputes, and delays in delivery or inability to deliver by Q3-Interiors's suppliers.
- 6.3. Should the dispatch of goods ready for shipment be delayed by circumstances beyond the control of Q3-Interiors or for reasons attributable to the Client, Q3-Interiors may have the goods stored at their risk and the expense of the Client. Upon such action, delivery and acceptance shall be deemed to have taken place, and payment becomes due accordingly.
- 6.4. In the absence of specific agreements the packaging is chosen by Q3-Interiors.
- 6.5. The Client shall thoroughly examine all deliveries without delay and in case of any transport claim the Client has to remark the damage on the proof of delivery before signing and inform Q3-Interiors immediately.

7. Limited Warranty and Liability

- 7.1. Except as provided in Section 7.2, and unless agreed otherwise in writing, Q3-Interiors warrants to Client that products purchased from Q3-Interiors will be free from defects in materials and workmanship for 6 months from delivery.
- 7.2. Insignificant deviations from the product specifications are excluded from this warranty. Q3-Interiors's warranty shall not apply to any products which have been in Q3-Interiors's opinion subject to normal wear and tear, abuse, modifications, attempted repair, negligence, misuse or accident. Parts subject to wear, such as batteries, illuminants etc., are also excluded from warranty. Unauthorized modification or misuse, non-compliance with instructions or information provided, or any use outside environmental specifications discharges Q3-Interiors 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 Q3-Interiors. This warranty extends to Client only. Client shall not convey the warranty, or make any warranty on behalf of Q3-Interiors, to any subsequent purchasers.

- 7.3. Any claim (except for transport claims – see section 6.5) under this warranty must be made in written form sent by registered mail within 14 days after receipt of the defective merchandise, including a detailed description of the defect. Otherwise the delivery is approved. All warranty claims must be made by registered letter immediately upon discovery of the defect.
- 7.4. As Client's sole and exclusive remedy for breach of this warranty, Q3-Interiors will – at its sole discretion – repair, or replace defective goods, which are acknowledged by Q3-Interiors, 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 Q3-Interiors. Should Q3-Interiors agree on the return of goods, such goods will only be accepted if returned in original and complete packaging units.
- 7.5. The warranty set forth above is exclusive and no other warranty is expressed or implied unless otherwise agreed in writing by Q3-Interiors.
- 7.6. Q3-Interiors's 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 Q3-Interiors for the relevant goods. In no event shall Q3-Interiors 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 Q3-Interiors whereas the burden of proof remains with Client in any case.
- 7.7. Within the scope of product liability, Q3-Interiors's liability is limited to personal injury sustained by a consumer and property damages Q3-Interiors is demonstrably responsible for.
- 7.8. Q3-Interiors assumes no liability howsoever in connection with subsequent processing respectively further use of Q3-Interiors products. Product specifications and technical advice whether oral, in writing, and through tests by Q3-Interiors are given to the best of our current knowledge and information provided by our suppliers. Such advice does not discharge Client from carrying out its own tests of proposed techniques, and determination of suitability of Q3-Interiors products for the intended application. The application, use and processing of these techniques and products are the sole responsibility of the Client. The Client shall defend, indemnify and hold Q3-Interiors harmless from any and all third party claims based on product liability or otherwise relating to uses of Q3-Interiors products purchased by Client, and waives all its own claims.
- 7.9. The Client shall ensure that Sections 7.6 through 7.8 are made binding on all subsequent purchasers.

8. Intellectual Property Rights for Q3-Interiors product – incorporating Swarovski Products

- 8.1. Client agrees that the purchase of this product does not entitle Client, or any possible subsequent purchasers to use Swarovski's and its Affiliates' trademarks, names, brands, logos, designs, distinguishing slogans, designations, product designs, confidential information or any other intellectual property rights in any manner, including but not limited to the SWAROVSKI name and logo, the Swarovski Swan logo, the SWAROVSKI ELEMENTS tag and logo, and the Crystals from Swarovski Ingredient Brand Logo (collectively the "Swarovski Trademarks"), without a written License Agreement signed by authorized Officers of Swarovski. Notwithstanding the foregoing, Client may make certain limited text references to Swarovski's and its Affiliates' trademarks, brands and names so long as such references are in full compliance with Swarovski's Guidelines for Proper Use of Swarovski Trademarks, as provided to Client and/or set forth on Swarovski's website, and as may be modified from time to time in Swarovski's sole discretion.
- 8.2. By entering into this agreement Client agrees to advise its customers of this restriction, impose this restriction upon them and advise them that the right to use the Swarovski Trademarks is only allowed by entering into a License Agreement with Swarovski. All references to the goods that include the Swarovski Trademarks must comply with Swarovski's Guidelines for Proper Use of Swarovski Trademarks.
- 8.3. Client shall not discredit Swarovski and, unless agreed otherwise in writing, shall not engage in any conduct or communication that suggests any partnership or corporate relationship between Client and Swarovski, or any authorization, endorsement, or sponsorship of Client or Client products by Swarovski.
- 8.4. All materials, including without limitation, specifications, drawings or any other data supplied to Client, are Swarovski's sole property, must be treated confidentially and may not be reviewed or accessed by anyone other than Client without the prior written consent of Swarovski. Client shall return or destroy all such materials on Swarovski's request. Sales materials provided by Swarovski shall only be used for the purpose of promoting Swarovski's products.
- 8.5. Swarovski shall not be liable for any infringement of patents, copyrights, design rights, trade secrets, trademarks or other intellectual property rights resulting from compliance with Client's designs, specifications, or instructions. Client agrees to defend Swarovski against and indemnify Swarovski and its Affiliates for any claims in connection with (i) infringement or violation of intellectual property rights, (ii) any modifications or changes to Swarovski products by Client or any third party, or (iii) Client's sale, advertising, marketing, promotion, or other distribution of products or Client products.

9. Retention of title

- 9.1. Q3-Interiors shall retain ownership of all goods supplied until settlement in full of all accounts receivable has been made.
- 9.2. Where goods supplied by Q3-Interiors are subjected to further processing, Q3-Interiors shall be deemed to have joint ownership of the new product, the share of ownership to be calculated by the relative value of the components incorporated. Such working or processing is carried out on behalf of Q3-Interiors as producer within the meaning of applicable legal terms, but without binding Q3-Interiors. Q3-Interiors automatically acquires title to the new product resulting from such working or processing. Where products that are the reserved property of Q3-Interiors are worked or processed together with products that do not belong to Q3-Interiors, Q3-Interiors acquires co-ownership of the resulting new product proportionately to the relation which the market value of its original product bears to the third-party products used in the processing. In the event that during processing Q3-Interiors loses title over the goods and ownership passes on to the Client, it is now and hereby agreed that as soon as the Client acquires ownership, ownership is transferred from the Client back to Q3-Interiors. Goods over which Q3-Interiors retains title may not be mortgaged, pledged or transferred by way of security, nor may Client grant any other security interest therein.
- 9.3. Should the Client default on payment or should it otherwise breach its contractual obligations, Q3-Interiors shall be entitled to enter Client's premises and to repossess goods that are its reserved property at the Client's expense or to demand assignment of the Client's claims for surrender against third parties. The assertion of title retention rights, the repossession of goods or the seizure by Q3-Interiors of its own goods shall not be deemed as withdrawal from the sales agreement.

10. Data protection

The Client agrees to the electronic data collection and processing of the Client's address, contact names and details and other data necessary for the business transaction for the purpose of internal use within Q3-Interiors in the meaning of applicable data protection provisions and to fulfil Q3-Interiors's legal obligations.



11. Applicable Law and Venue

This contract is subject to Austrian law without regard to principles of conflict of laws. The applicability of the United Nations Conventions on Contracts for the International Sale of Goods is herewith explicitly excluded. In the event of any dispute arising out of the contract, the competent court in Hall in Tirol, Austria, shall have exclusive jurisdiction, or - at the sole discretion of Q3-Interiors - the competent court at the Client's place of business. In the latter case, Q3-Interiors may also apply the material laws applicable at the Client's place of business.

12. Miscellaneous

- 12.1. Assignments: The Client may only assign rights and obligations hereunder with the written consent of Q3-Interiors.
- 12.2. Set-off: The Client may only offset its claim or exercise a right of retention against Q3-Interiors's claim when its claim is undisputed or has been established by due process of law.
- 12.3. Severance Clause: The invalidity of any individual provision hereof shall not affect the validity of the other provisions. If a provision is not incorporated in the Agreement, or is invalid, the content shall be based on statutory provisions. The invalid provision shall be replaced by a legally valid provision corresponding the same economic purpose as good as possible as the invalid provision. The same applies in the case of an omission.

Mils, 1st June 2016
Q3-Interiors GmbH