

Preamble

LONG-TIME-LINER® Couture® Make-up is a special method for semi-permanent make-up as well as for reshaping and convalescence pigmentation. Training, permanent education and ongoing further training in combination with LONG-TIME-LINER® micropigmentation devices and LONG-TIME-LINER® supplies and accessories are the basis for the successful application and form a conceptual unit. For this reason LONG-TIME-LINER® initial training can only be booked in combination with the purchase of a LONG-TIME-LINER® micropigmentation device.

I. Scope of Application

LONG-TIME-LINER® Couture® Make-up GmbH, Tal 14-18, 80331 Munich (hereinafter referred to as "Seller") provides all its deliveries and services exclusively subject to the application of the following Terms and Conditions of Sale and Delivery. These shall apply expressly for all – also future – deliveries and services made by LONG-TIME-LINER® Couture® Make-up GmbH even if they are not particularly referred to. Any deviations from these terms and conditions require approval in written form. The applicability of the Purchaser's general terms and conditions shall be expressly excluded.

II. Offer and signing of contract

1. Offers made by the Seller shall be binding unless the Seller has explicitly indicated in writing that these are subject to confirmation and non-binding. **2.** Illustrations, specimens, samples, and dimensions connected with the Seller's offers shall be non-binding unless the Seller has expressly indicated that they shall be binding. **3.** Current versions of the company's website shall become invalid on release of an updated version. **4.** The following information must be supplied with any order: customer number, invoice address, delivery address (if different from the invoice address), article number, article name, size, content and quantity. **5.** In the absence of any special agreement, the contract shall become effective when the Seller confirms the order in writing.

III. Consignment volume

1. The consignment volume shall be determined by the Purchaser's order. The Buyer must inform the Seller in writing by letter, e-mail or fax of any supplementary requests and changes to the order. **2.** If an ordered item is not deliverable, the Seller shall be entitled to refuse to deliver of this item. The Buyer shall be informed immediately about the non-deliverability of the ordered item.

IV. Prices and payment terms

1. All price information is fundamentally understood to be in Euro ex LONG-TIME-LINER® Couture® Make-up GmbH, Tal 14-18, 80331 Munich, in addition to the VAT to be assumed by the Buyer in the respective statutorily prescribed amount. The dispatch and packaging costs shall be charged additionally. Shipping is free within Germany and Austria from an order value of EUR 300,- on. Delivery details and costs for all other countries are available on request. Should shipment due to technical or logistic reasons take place in more than one batch, shipping costs shall only be invoiced once to the customer. **2.** In case the Buyer is liable for taxation in another member state of the EU and presents the certificate of fiscal residence issued by the fiscal authorities of the member state where the customer has his seat, then the Seller will indicate on the invoice the net price of the delivered products. Further on, in case of personal taking over of the product, he will declare in writing, that he will transport and use the product in another member state of the EU. **3.** Standard payment terms are in advance of shipment. The seller reserves the right to accept other forms of payment. **4.** In the event payment is not received when due the Buyer shall bear a late payment in the amount of 8 % over basis rate of the European Central Bank, from the date of shipment until paid. Verification of a higher loss by the Seller is permissible. **5.** The Buyer shall be entitled to offsetting, withholding or reduction, even in the case of notice of defects or counterclaims, if his counterclaims have been legally determined, are not disputed, or recognized by the seller in writing. The Buyer has no right of retention, unless his counterclaim is based on the same contractual relationship. **6.** The Seller's General Terms and Conditions of the Training Academy shall apply for all seminars.

V. Delivery dates and period

1. Delivery dates or periods which have not been expressly agreed as binding by letter, e-mail or fax shall be deemed to be exclusively nonbinding information. An agreed upon delivery date starts with the receipt of the written confirmation of the order at the Buyer. **2.** The deadlines shall be deemed to have been met if the goods have left the storage before expiry of the deadline in question. If the delivery of goods ready for dispatch is being delayed due to Buyer's reasons the deadlines shall be deemed to have been met. **3.** If the Seller is unable to meet an agreed on deadline or otherwise falls behind, the Buyer must accord a two week period of grace, commencing on the day the Seller receives the written reminder. If this period of grace expires with no result, the Buyer has the right to withdraw from the contract. In case of partial delivery the withdrawal is permitted only with regard to the remaining part delivery that was not effected within the period of grace. **4.** The Seller is at any time entitled to partial deliveries and to performances in part, unless the partial fulfilment of the contract is without use for the Buyer. **5.** Force majeure of any kind, unpredictable operating, traffic or shipping disruption, fire, explosion, natural disasters, high or low water, unpredictable manpower, energy, raw materials or supplies shortage, strikes, lockouts, war, political unrest, acts of terrorism, government decrees or other impediments beyond the Seller's control, which delay, prevent or render unreasonable the performance, delivery or acceptance, release the Seller from the obligation to provide services for the duration and extent of the disruption.

VI. Risk transfer and shipment

1. Loading and shipment take place uninsured and at the Buyer's risk. If required by the Buyer, Seller shall insure the goods at the cost of the Buyer. **2.** The choice of transport method and the means of transport are at the Seller's discretion. Additional costs caused by the Buyer's requests and interests regarding type and route of shipment shall be covered by the Buyer. **3.** Transport packaging and all other packaging in accordance with German Packaging Ordinance is non-returnable and becomes the Buyer's property. Disposal of the packaging shall be at the Buyer's expense. **4.** Should the dispatch be delayed at the request of the Buyer or due to his fault, the goods will be stored at the Buyer's cost and risk. In this case notice that the goods are ready to be shipped shall be equivalent to the actual dispatch of the goods. **5.** If the Buyer does not accept the ordered goods on the agreed delivery date or refuses to accept the goods, the Seller shall be entitled either to insist on acceptance or to withdraw from the contract and to claim 10% of the purchase price for overall damages and expenses, unless the buyer provides the counter evidence of substantial lower damage.

VII. Warranty

1. The purchaser shall examine the delivery immediately after delivery for its freedom from defects and check it for completeness and notify the seller of any defects discovered in writing without delay, but no later than within 14 calendar days. In case of no notification, the delivered goods shall be deemed accepted by the purchaser, unless the defect was not apparent during the investigation. Defects discovered later shall also be reported to the seller immediately; otherwise, the goods shall be deemed accepted in view of these defects. For the rest, §377 HGB applies accordingly. **2.** If a complaint is wrongly made, the Seller is entitled to a refund of the expenses incurred. **3.** If there is any substantial defect of the goods that is due to the Seller's fault and notification was given in time by the Buyer, the Seller shall have the obligation of subsequent performance, under exclusion of the Buyer's right to withdraw from the contract or lower the purchase price, unless the Seller is entitled due to the legal regulation to refuse subsequent performance. The Buyer shall grant the Seller a period of grace for subsequent performance. **4.** Subsequent performance may be either repairing of the defect or delivery of new goods, at the Seller's discretion. The subsequent performance is basically executed without recognition of a legal obligation. The Buyer shall only have the right to withdraw from the contract, if two attempts of rectification or replacement delivery failed. **5.** The Buyer shall only be able to make claims for compensation for substantial defects under the following conditions, if the subsequent performance has been unsuccessful or the Seller has refused subsequent fulfillment. The right of the Buyer to assert additional warranty claims which meet the conditions below remains unaffected. **6.** All of the Buyer's claims against the Seller – regardless of the legal reason – shall become statute-barred one year after the delivery of the goods; there is no warranty on the purchase of used goods at all. This does not apply insofar as statutory provisions mandate a longer limitation period. In cases in which the liability of the Seller according to §VII of these Terms and Conditions is unlimited, the statutory limitation periods apply exclusively. **7.** The Seller in particular accepts no warranty for damages caused by unsuitable and improper use, incorrect assembly or commissioning by the Buyer or third parties, natural wear and tear, incorrect or negligent treatment, chemical, electrochemical or electrical influences.

VIII. Liability

1. For damage of rights and goods and for damage, which occur not to the contractual goods and rights – regardless of its legal basis or factual reason – the Seller is liable only **a)** In case of willful intent, **b)** In case of gross negligence by bodies and its managing staff, **c)** In case of culpable violation of life, body or health, **d)** In case of fraudulent concealment of a defect, or if its absence was guaranteed in writing. **e)** In case of delivered item defects to the extent as liability is provided under the German Product Liability Act for personal injury and property damage in relation to privately used items. **2.** This liability limitation shall not apply to cases where liability is mandatory, such as in cases subject to the German Product Liability Act, in the event of intent, gross neglect of the statutory representatives or executives of the company or in the event of culpable violation of cardinal contractual obligations. In the case of a slightly negligent breach of cardinal obligations by the seller, its legal representatives, employees or other vicarious agents, the liability of the seller for all contractual, extra-contractual and other claims for damages and reimbursement of expenses, regardless of their legal nature, is limited to foreseeable damages typical for the contract. The buyer acknowledges that the amount owed according to §IV of these Terms and Conditions represents the contract-typical and foreseeable damage under this contract. **3.** Further claims are excluded.

IX. Extended retention of title

1. The Buyer reserves retention of title to the goods delivered until the complete payment of all claims, including all fees and additional costs. **2.** The Buyer may neither pledge the delivered goods subject to a retention of title nor collateralize them without consent of the Seller. In case of attachments or any other interventions by third parties, the Buyer shall immediately notify such third party of the Seller's rights of retention. The Buyer shall inform the Seller in writing and hand over all relevant information and documentation. **3.** In case that the Buyer acts contrary to the contract – especially concerning late payment – the Seller shall be entitled to take back the retained goods or, where appropriate, demand the Buyer's surrender claims against third parties, if necessary. **4.** Due to the retention of title, the Seller can demand surrender of the delivery item only after withdrawing from the contract. **5.** The Buyer shall be entitled to resell the goods that are subject to retention of title within ordinary course of business. The Buyer's claims arising from the resale of the retained goods shall be herewith transferred to LONG-TIME-LINER® Couture® Make-up GmbH which hereby accepts such assignment. This assignment shall apply irrespective of whether the retained goods were resold without or after processing. The Buyer shall be entitled to collect the claim even after the assignment. The Seller's authority to collect claims by himself shall remain unaffected hereby. However, the Seller shall be obliged not to collect the claims as long as the Buyer fulfills his payment obligations, is not in default of payment, no petition has been filed for the opening of bankruptcy proceedings with regards to the Buyer's assets and the Buyer has not discontinued his payments.

X. Provided documents (copyright)

1. The buyer assures that all intellectual property rights of the seller remain untouched and assures that he will not attack or challenge them in the future. **2.** Except for the contractual Products provided by the Seller, the Buyer is not entitled to use the name of the Company, the "LONG-TIME-LINER®" trademark or any other intellectual property rights belonging to the Seller, whether registered or not, without prior written permission by the seller. Nothing in this Agreement may create a license to the buyer. **3.** The Buyer shall not take any action which could have a detrimental effect on the rights of the Seller or which could jeopardize or invalidate its registration. In addition, Buyer shall not create or acquire any rights, directly or indirectly, in the same or similar intellectual property rights, and shall not register and / or use any domains / e-mail addresses containing the word "LONG-TIME-LINER®".

XI. Data protection

LONG-TIME-LINER® Couture® Make-up GmbH stores and processes Buyer's data exclusively for the completion of the order and customer relations. The Seller shall only supply such third parties with the information strictly necessary for completion of the commercial transactions or supply of services requested. The Seller shall strictly adhere to the terms of the Federal Data Protection Act.

XII. Final provisions

1. The laws of the Federal Republic of Germany shall exclusively govern the relationship between the contractual partners to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG), to the extent that mandatory statutory directives do not contradict this provision. **2.** Place of fulfillment and sole court of jurisdiction shall be Munich. **3.** For non-commercial Buyers the legally statutory terms and conditions apply. **4.** The invalidity of individual regulations within these General Terms and Conditions of Sale does not affect the effectiveness of the remaining regulations. The statutory provisions shall replace the invalid regulations.