

GENERAL TERMS AND CONDITIONS
THE FA. ALEX STRÖBER GMBH ("STRÖBER COMFORTABLE SHOES")

Company Alex Ströber GmbH ("Ströber comfort shoes"), legally represented by the managing director, Mr. Alexander Ströber, Industriestraße 26, 79194 Gundelfingen (Germany), Tel. +49(0)761-400069-0 Fax +49(0)761-400069-29; E-Mail: schuhe@stroeber.de ; www.stroeber.de

§ 1 AREA OF VALIDITY, SUBJECT MATTER OF CONTRACT

1.1 The following terms and conditions apply to all shoe sales made between Alex Ströber GmbH - "Ströber Bequemschuhe" (in future "we") and the commercial buyer; these can be viewed under the button "AGB" on our website www.stroeber.de, downloaded free of charge and printed. Upon request, the GTC can also be sent in digital or written form by Alex Ströber GmbH.

1.2 The buyer expressly declares his or her agreement with the validity of these General Terms and Conditions when placing his or her order. We do not recognise any deviating terms and conditions of the purchaser unless we have expressly agreed to their validity in writing. Our terms and conditions shall also apply if we provide services to the buyer without reservation in the knowledge that the terms and conditions of the buyer conflict with or deviate from our terms and conditions.

1.3 These terms and conditions shall only apply to orders placed by entrepreneurs (i.e. natural and legal persons or partnerships with legal capacity who order for commercial, independent or freelance purposes).

§2 OFFER, CONCLUSION OF CONTRACT, DELIVERY PERIODS, PROCUREMENT RISK, TRANSFER OF RISK

2.1 The buyer's order constitutes a binding offer which we can accept within two weeks by sending an order confirmation or by delivering the goods. Previously submitted offers by us are subject to change.

2.2 Orders may be placed in writing, by telephone, fax or e-mail or by our field service.

2.3 If we can only confirm the order with changes, this shall be deemed a new offer to conclude a contract. If the buyer does not accept the new offer, no contract will be concluded.

2.4 If no fixed delivery date has been agreed, delivery shall take place four weeks after conclusion of the contract. Insofar as an obligation to cooperate on the part of the purchaser is necessary, the period shall not commence until the purchaser has fulfilled this obligation. Insofar as the assertion of the Buyer's rights requires the setting of a reasonable grace period, this shall be at least two weeks.

2.5 If delivery periods have been specified by us and made the basis for placing the order, such periods shall be extended in the event of strike and force majeure for the duration of the delay. The same shall apply if the buyer does not fulfil any obligations to cooperate.

2.6 We do not assume any procurement risk. We are entitled to withdraw from the contract if we do not receive the delivery item despite prior conclusion of a corresponding contract on our part; our responsibility for intent or gross negligence remains unaffected. We shall inform the Buyer immediately of the delayed availability of the delivery item and, if we intend to withdraw from the contract, exercise the right of withdrawal immediately; in the event of withdrawal, we shall reimburse the Buyer for the corresponding consideration without delay.

2.7 Unless otherwise stated in the order confirmation, delivery ex works is agreed.

§ 3 PRICES AND TERMS OF PAYMENT, RIGHT OF SET-OFF AND RETENTION

3.1 The prices are given in the respective valid price list. The prices stated there are net prices. The statutory value added tax is therefore not included in our prices; it will be shown separately in the invoice at the statutory rate on the day of invoicing.

3.2 The purchase price must be paid within ten days of receipt of the goods with a discount of 3%, within 30 days of receipt of the goods without a discount. The statutory regulations concerning the consequences of default in payment shall apply.

3.3 For deliveries of six pairs or more, no shipping costs will be charged, otherwise the prices are quoted exclusive of shipping costs in accordance with our price list.

3.4 For shipments abroad, shipping costs will be charged in the actual amount of the costs incurred, unless they exceed a reasonable ratio to the value of the delivery item.

3.5 Payment can be made in advance, by direct debit or by bank transfer.

3.6 If a delivery to the buyer is not possible because the buyer cannot be reached at the stated delivery address or cannot be found although the delivery has been announced, the buyer shall bear the costs for the unsuccessful delivery. The buyer shall be entitled to prove that no damage or less damage has been incurred; we shall be entitled to prove that the damage was greater.

3.7 The buyer shall only be entitled to set-off and retention rights if his/her counterclaims have been legally established, are undisputed or have been acknowledged by us.

§4 RETENTION OF TITLE

We retain title to the goods until all claims against the buyer have been settled, even if the specific goods have already been paid for. The buyer must inform us immediately of any foreclosures by third parties on the reserved goods, handing over the documents necessary for an intervention; this also applies to impairments of any other kind. The costs of our intervention shall be borne by the purchaser insofar as the third party is not able to reimburse them. In the event of the resale of the reserved goods, the buyer hereby assigns to us as security any claims against his buyer arising from the transactions until all our claims have been satisfied. If the value of the security of our claims against the buyer exceeds by more than 20%, we shall, at the request of the buyer and at our discretion, release securities to which we are entitled to a corresponding extent.

§5 LIABILITY FOR DEFECTS

5.1 All articles are only available in the indicated sizes and colours. Colour deviations between the illustrations and the articles are due to technical reasons and do not represent a deviation from the agreed quality.

5.2 The buyer does not receive any guarantees in the legal sense.

5.3 In the event of a defect, we reserve the right to choose the type of subsequent performance.

5.4 The warranty period is always one year. The limitation period in case of a delivery recourse according to §§ 478, 479 BGB remains unaffected. This does not apply in the case of claims for damages due to defects. 6 shall apply to claims for damages due to defects.

§ 6 LIABILITY FOR DAMAGES

Our liability for contractual breaches of duty and tort is limited to intent and gross negligence. This does not apply to injury to life, body or health of the buyer, claims due to the culpable breach of essential contractual obligations, i.e. obligations arising from the nature of the contract and the breach of which endangers the achievement of the purpose of the contract and compensation for damages caused by delay (§ 286 BGB). In this respect, we shall be liable for every degree of fault. The liability for delay in delivery is limited for each completed week of the delay within the scope of a lump-sum compensation for delay to

0.5 % of the delivery value, but not more than 5 % of the delivery value. Liability in the event of a breach of material contractual obligations shall be limited to the regularly foreseeable damage.

§ 7 DATA SECURITY

All data transmitted to us will be treated confidentially, all data protection regulations, the provisions of the Teleservices Data Protection Act and the Federal Data Protection Act are observed by us. We store addresses only for the execution and completion of the purchase including the payment process.

§ 8 COPYRIGHT

The use of our photographs and offer documents is prohibited without prior written permission. These General Terms and Conditions are also protected by copyright. Their use by third parties, even in part, for commercial purposes is not permitted and will be pursued by us.

§ 9 FORM OF DECLARATIONS

Legally relevant declarations and notifications which the buyer must make to us or to a third party must be made in writing.

§ 10 PLACE OF PERFORMANCE, CHOICE OF LAW, PLACE OF JURISDICTION

The place of performance and payment shall be our place of business. The law of the Federal Republic of Germany shall apply to this contract; the UN Convention on Contracts for the International Sale of Goods shall not apply. The exclusive place of jurisdiction shall be the court responsible for our place of business.

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