

General Terms and Conditions and Consumer Protection Notes

01.02.2015

1 Basic Agreement

The following agreement, in addition to the legal regulations, sets forth the terms of business between Helios-Models-Lighting UG (in the following named as „H-M-L“) and the customer concerning delivery and services and are elemental to all offers and contracts.

Furthermore the customer is herewith given the instructions and information required by law.

By placing an order, but at least with acceptance of the delivery or service, the customer acknowledges these terms and conditions. Terms and conditions suggested by the customer are not valid, except if acknowledged by H-M-L in writing.

2 Offer and Contract Finalization

2.1 All advertised products are individual products. The presentation of the products of H-M-L through the internet is not binding and not a binding offer for a contract finalization.

Orders have to be acknowledged in writing. Delivery of the goods with delivery note and/or invoice is also a valid acknowledgment. Changes, additions or supplements must also be made in writing.

2.2 The customer provides H-M-L with the required appropriate information, texts, drawings, illustrations, dimensions, weights or other performance data and files for the individual design of the product at least immediately after finalizing the contract in writing or electronic form.

H-M-L does not examine the transmitted data for accurate content and is therefore not to be held liable for any occurring errors.

2.3 The customer is obliged not to transmit any data of which content might violate the rights of third parties (mainly copyrights, naming rights and trademarks) or offend existing laws. The customer explicitly releases H-M-L of any claims by third parties made in this context. This also includes expenses for required legal representation caused in this context. Should H-M-L create any texts, drawings, graphics and designs in the course of the individual design for the customer, these are subject to copyright. Utilization, reproduction or alteration of single parts or complete content is not allowed without explicit approval of H-M-L.

2.4 If not agreed otherwise, H-M-L passes on a temporal unlimited right of use of the copyrighted products constructed for the customer by H-M-L. The passing of the right of use depends on the condition precedent to the complete payment of the agreed purchase price.

3 Retention of Title

3.1 Until the fulfillment of all demands (including all current account balance claims of the provider against the customer presently or in future), the products delivered by H-M-L remain property of H-M-L (in the following: goods subject of retention of title). The customer is entitled to process and dispose of the goods subject of retention of title through proper business connections, as long as he is not delayed in payment. Pledge or trust agreement is illegitimate.

3.2 In case of access on the goods subject of retention of title by third parties, the customer will address the property of H-M-L and immediately inform H-M-L in advance by phone, afterwards thoroughly in writing in the course of one day..

4 Manufacturers Agreement

4.1 The further processing, reconstruction or improving of the goods delivered by the customer is solely performed by H-M-L as contractor.

4.2 The customer expressly declares, that he is the owner of the delivered goods.

5 Delivery and Delivery times

5.1 Deliveries are made within the German federal territory, the EU (intra-trade) and outside the EU (extra-trade).

5.2 The sales tax will only be deducted on deliveries within the EU (intra-trade) by statement of sales tax identification number of the customer or by given proof of an entry certificate in the sense of § 17a Abs.2 Nr.2 UStDV and generally deducted on deliveries outside the EU (extra-trade).

5.3 Binding delivery dates or deadlines are due to writing agreements. Not keeping up to delivery dates or deadlines by H-M-L does not entitle the customer to avoid of contract or claim for compensation, if the non-compliance occurred due to circumstances that are independent from the willing of H-M-L (change requests of the customer, delivery delays of our suppliers, strikes, business interruption and the like). Circumstances independent from the will of H-M-L which make a delivery impossible, particularly the non fulfillment of delivery commitments of our suppliers due to which H-M-L has submitted the offer or sold the product, release us from performance of the contract. H-M-L is entitled to perform partial deliveries, in which every partial deli-

General Terms and Conditions and Consumer Protection Notes

01.02.2015

very is legally subject to an independent contract.

5.4 Delivery takes place at the expense of the customer. The risk of random sinking and decline of the product is borne by the customer as soon as the product is handed over to the first transport carrier (passage of risk). This is also valid in case of delivery to a receiver determined by the customer as well as a delivery free domicile (postage free delivery).

The product will be insured against transport damage by H-M-L on customer's request. The customer sets the amount of the insurance benefit. The insurance by H-M-L does not equal H-M-L taking the risk of loss for the transport.

6 Consumers Right of Withdrawal (please see page „cancellation policy“)

6.1 Consumers have the right of withdrawal on contracts concluded outside of business premises and distance contracts according to § 355 BGB (German Law).

You have the right to step back from the contract within 14 days without a declaration of reasons.

The cancellation period is 14 days beginning from the day that you or a third party declared by you, who is not the carrier, has taken the goods in possession.

6.2 The right of withdrawal, if not agreed upon otherwise by the parties, is not valid on the following contracts:

- Contracts on the delivery of wares that are not prefabricated and for whose production/processing an individual selection or designation by the customer is vital or which are clearly made fit for the personal requirements of the customer.
- Contracts on the delivery of wares, who are not fit for return transport due to their constitution.
- Contracts on delivery of sound or video recordings or software, if the delivered mediums have been unsealed by the customer.
- Contracts on delivery of wares which have been inseparably mixed up with other goods, due to their constitution, after the delivery

7 Warranty and Liability

7.1 H-M-L guarantees that by the time of delivery the goods are in the agreed condition and free from any hidden material defects, which means that they are fit for a usage provided for the contract and are of such condition as usual for things of the same type and what can be expected from the customer by nature of the matter and/or announcement by H-M-L, respectively the producer.

Justified defects must be instantly addressed to H-M-L by the customer in writing, at least however within one week from the acceptance of delivery.

The duration of warranty is two years. It begins with the arrival of delivery at the customer. The claim on warranty expires if the defect was caused by improper usage, application, overuse, if the product was taken in operation improperly or if constructional changes were made on the acquired product.

It also expires, if the defect on the goods to process provided by the customer was not evidently caused by H-M-L. If a defect shows after 6 month since acceptance of delivery, the customer has to furnish proof of the goods being damaged on passage of risk. Otherwise H-M-L has the right to proof that the goods were free of defects on passage of risk.

7.2 In case of warranty claim the customer may chose correction of the defect or delivery of a product free of defects. H-M-L may decline the customer's choice of supplementary performance if it is only viable on unproportional expenses. Should a defect not be correctable in the course of a repair on second attempt, the customer is entitled to demand delivery of a flawless product, reduction of purchase price or cancel the sales contract. The cancellation of contract is barred if the defect is minor or insignificant.

7.3 The claim of damages against H-M-L and their vicarious agents regardless of which legal basis are barred, if the damage was not caused on purpose or grossly negligent, which has to be proofed by the customer.

8 Trade Mark Rights

8.1 The customer assures, that the ideas based on his models are his own free intellectual property or that his orders follow the license of copyright law or other proprietors. The customer has to verify his license approval if demanded.

8.2 If any trade mark rights of third parties are offended by the order of the customer, H-M-L and their vicarious agents are exempted by the customer from any claims of the proprietors.

General Terms and Conditions and Consumer Protection Notes

01.02.2015

8.3 In case of delayed payment the customer herewith assigns his eventual protective rights (trade mark, copyright etc.) concerning the models processed by H-M-L, the underlying blueprints, patterns and ideas to H-M-L, who accept the assignment.

9 Order and Payment

On orders/ assignments with a total amount higher than 100,00 €, H-M-L can demand an advance payment from the customer. The amount of this advance payment is defined individually. All payments are to be made in advance.

10 Data Privacy

We collect, process and use personal data within the framework of the statutory provisions of § 28 BDSG (Bundesdatenschutzgesetz) to process contracts and – if the customer agreed on it – for customer care purposes. Responsible position is H-M-L.

11 Place of Fulfilment, Legal Domicile and Applicable Law

Place of fulfilment and applicable law is Fulda. Place of fulfilment for all services from existing business relations with the vendor as well as legal domicile is place of business of H-M-L, if the customer is not consumer but merchant, corporate body under public law or special fund under public law.

The same applies if the customer has no domestic place of general jurisdiction in Germany or if the residence or general abidance is unknown by the time of institution of legal proceedings. The capacity to also invoke the court in another place of jurisdiction will remain unaffected.

The terms under cipher 11 do not affect stringent regulations of the state law in which the customer has his general abidance, if the customer has arranged a sales contract which cannot be seen as belonging to professional or commercial activities of the same (consumer contract) and if the customer has made the necessary legal proceedings to arrange a sales contract in the state of his general abidance.

The regulations of the european sale of goods law explicitly do not apply.

12 Salvatorius Clause

Should parts of this contract fully or partially not be legally effective anymore or lose their legal effect later on, the remaining regulations of this document in it's contents and validity remain untouched. In this case, the parties commit themselves to arrange a valid regulation instead of the ineffective one which, if legally possible, comes closest to the tended commercial purpose of the ineffective regulation under consideration of the expressed interests in this contract by both parties. The same applies if the contract shows a shortcoming that neither of the parties intended.

General Terms and Conditions and Consumer Protection Notes

01.02.2015

Cancellation Policy

Cancellation Right

Consumers have the right of withdrawal on contracts concluded outside of business premises and distance contracts according to § 355 BGB (German Law).

You have the right to step back from the contract within 14 days without a declaration of reasons.

The cancellation period is 14 days beginning from the day that you or a third party declared by you, who is not the carrier, has taken the wares in possession.

To make use of your cancellation right you have to inform us by an unmistakable explanation about your decision to withdraw from the contract (contact: Helios-Models-Lighting UG, Wörthstraße 4, 36037 Fulda, mobile phone: +49 (0)171-7432390, email: info@helios-models-lighting.com). For this you can use the attached cancellation form which, however, is not mandatory.

You can also fill out and transmit the cancellation form or another unmistakable explanation on our website www.helios-models-lighting.com. If you make use of this possibility, we will instantly send you a confirmation of such a cancellation (for instance via email).

To keep your cancellation right it is sufficient if you send us a note on the exercise of the cancellation right before the cancellation period ends.

Consequences of Cancellation:

If you cancel this contract we are obliged to pay back all payments including the delivery costs (except the additional costs that accrue if you chose another way of delivery than the favourable standard delivery offered by us) immediately but at the latest within 14 days since the day we received the message of your contract cancellation. For this repayment we use the same currency that you used for the initial transaction, unless we arranged something different with you; on no account we will put cost-based charges for this repayment on you. We can decline repayment until the goods have returned to our possession or until you gave proof on sending back the goods, depending on which point in time is the earliest.

You immediately have to send back or hand over the goods to us (Helios-Models-Lighting UG, Wörthstraße 4, 36037 Fulda), but at the latest within 14 days from the day you informed us about your contract cancellation. The deadline is made if you send off the goods back before the period of 14 days expires.

You bear the peer to peer costs of the return of the goods. On return from outside the EU additional costs like customs duties or import charges may eventually accrue.

You only have to pay for an eventual loss of value if this can be related to an unnecessary examination of the condition, qualities and functionality of the goods by you.

Advice on Inexistence of Cancellation Right

The cancellation right is, as far as the parties did not agree upon otherwise, not valid on following contracts:

- Contracts on the delivery of wares that are not prefabricated and for whose production/processing an individual selection or designation by the customer is vital or which are clearly made fit for the personal requirements of the customer.
- Contracts on the delivery of wares, who are not fit for return transport due to their constitution.
- Contracts on delivery of sound or video recordings or software, if the delivered mediums have been unsealed by the customer.
- Contracts on delivery of wares, which have been inseparably mixed up with other goods, due to their constitution, after the delivery

End of Cautioning