

## TERMS AND CONDITIONS

Status: May 2012

### 1. Conclusion of Contract

The offer on the website [www.batukao.com](http://www.batukao.com) is exclusively for consumers. The following General Terms and Conditions apply to all sales contracts concluded via the online shop of Batukao between Batukao / owner: Ellen Geppert (hereinafter: the Seller) and consumers (hereinafter: the Buyer). According to Section 13 of the German Civil Code (BGB), consumers are natural persons with whom a contractual relationship may be concluded without a commercial or selfemployed professional activity being attributed to them.

The version of the General Terms and Conditions valid at the time the contract is concluded shall be valid. Any provisions that deviate from the General Terms and Conditions, contradict them or supplement them shall not be deemed part of the contract, even if they are known, unless their application is explicitly agreed in writing.

German Law is applicable with simultaneous exclusion of the UN-Contract Law, also when ordered from abroad or when supplied abroad.

The Seller shall be entitled to limit the order to a quantity that is usual in commercial practice.

After entry of all order data and before the order is finally placed, the Buyer shall be shown a list of all items in the order and shall be granted the opportunity to correct any possible errors that had been made in entering data.

The text of the contract shall be saved by the Seller and shall be sent to the Buyer together with the General Terms and Conditions, following the conclusion of the contract.

### 2. Prices and Payment Conditions

The price offered at the time of the order shall be binding. The price contains statutory value-added tax (VAT) insofar as due. In the case of delivery to non-EU countries no value added tax shall be charged. In this case the Seller shall bear the incurred customs and import duties.

Additional costs are incurred for dispatching the goods. These costs shall be shown before the order is placed.

Payment for the goods shall be made via PayPal

The Buyer shall only have the right to offset counterclaims insofar as his/her counterclaims are undisputed or which have become res judicata. A customer shall only be entitled to assert a right of retention on the basis of counterclaims that arise from the same contractual relationship.

### 3. Passing of Risk

The risk of accidental loss or deterioration of the sold goods shall be transferred to the Buyer – also in the case of sale by delivery to a place other than the place of performance – upon delivery. This risk shall also be deemed transferred if the Buyer has failed to take delivery when tendered by the seller.

### 4. Delivery and Shipping Charges

The Seller delivers within the EU as well as to Switzerland. For handling an order the invoice and delivery address must be within the same country.

Delivery times shall only be deemed agreed insofar as they are stipulated in writing.

The delivery time shall begin when the order is received. The delivery time shall be approximately 3 to 7 working days – to Switzerland 7 to 10 working days – after receipt of the order.

The Seller shall only deliver as long as goods are in stock.

The respective dispatch costs that are incurred shall be shown before order confirmation.

If the goods cannot be delivered because of any reasons which the Seller is not

responsible for, additional delivery costs shall be charged. In this case the purchaser shall bear the costs of sending the goods back and forward. This shall not apply in the case of revocation in accordance with provision 9.

#### **5. Reservation of Title**

The delivered goods shall remain the property of the Seller until complete payment of the purchase price.

The Buyer must treat the goods carefully.

The Buyer may neither pledge the goods nor transfer titles to such goods by way of security. The Buyer shall notify the Seller in writing without undue delay in the event of pledges or confiscation of goods or any other disposals by third parties.

In the case of noncontractual behaviour of the Buyer, in particular if the Buyer is in arrears on payment or violates an obligation stated in provisions 6.2 and 6.3, the Seller shall be entitled to withdraw from the contract and demand that the goods are returned.

#### **6. Warranty**

In the case of defects the Buyer shall be entitled to choose supplementary performance by rectification or replacement. The Seller shall be entitled to refuse the chosen option for supplementary performance if it is only possible with disproportional costs and the other option does not present any major disadvantages for the Buyer.

If the supplementary performance is unsuccessful, the Buyer shall in principle be entitled to choose reduction of the purchase price (reduction), cancellation of the contract (revocation) or compensation instead of performance. Should the Buyer choose compensation instead of performance of the contract, the liability restrictions of provisions 8.1 and 8.2 shall apply. However, in the case of minor defects the Buyer shall not have the right to cancel the contract.

According to law wrong deliveries and error in quantities are also deemed to constitute defects.

Batukao's warranty covers all defects in production and material. All Batukao pieces are thoroughly checked on quality in the process of design, the choice of materials as well as in production and delivery. The Seller does not cover damages caused by improper use of the jewelry and if the piece shows damage caused by an accident, improper handling, negligence, attempted repair of the piece or by normal wear.

All Batukao Jewelry is handmade and therefore requires special gentleness in handling: Therefore, the Buyer should follow the following instructions:

- To avoid scratching, store your jewelry separately, in its original box or a soft pouch.
- Wipe your jewelry with a soft cloth in order to keep its shimmer.
- Please avoid contact with water and scratching on hard surfaces
- Take jewelry off before washing hands, swimming, using cosmetics, perfume, hairspray or other chemical substances. They may damage or color the jewelry.
- Do not place the jewelry in a silver bath, it might harm the oxidized parts of the piece. Use a soft cloth instead.
- Avoid squeezing or using undue force when putting on and taking off. This can not only spoil the shape but can also damage the piece
- Some materials are especially vulnerable to damage from ammonia or any other hot solutions: turquoise, peridot, pearls, malachite, coral, and mother of pearl.
- all silver, leather and rubber chains should be treated carefully, as they are fine chains with subtle closures. Do not bring the pieces in contact with water.

If the Buyer sends back the merchandize, he should send it per registered mail, in its original box, incl. an insurance matching the value of the piece, as well as the proof of purchase. Batukao takes no responsibility for any damage, loss or theft during the shipment.

## 7. Liability

In the case of minor negligent violation of obligations the Seller's liability shall be restricted to foreseeable, direct average damage which is typical for such contracts. This shall also apply in the case of minor negligent violation of obligations by the Seller's legal representatives or vicarious agents.

The preceding liability restrictions shall not apply to product liability claimed by the Buyer. Furthermore, the liability restrictions shall not apply to bodily injury or damage to health or the death of the Buyer which is attributable to the Seller.

## 8. Revocation Right

Buyer shall be entitled to revoke his/her contractual statement within 14 days without stating reasons in writing (e.g. letter, e-mail, fax) or in case of surrender of goods before end of period, by returning the goods.

Period shall commence after receipt of this instruction in textform, but not before receipt of the goods (in case of repeated deliveries of the same type of goods not before receipt of the first partial delivery). To meet the period timely dispatch of revocation or return of goods shall be sufficient.

Revocation shall be sent to:

**Batukao**  
Ellen Geppert  
Zülpicher Str. 16  
53115 Bonn  
Germany

[info@batukao.com](mailto:info@batukao.com)

In case of an effective revocation goods or payments received by the respective parties shall be returned and, as the case may capitalised uses (e.g. interest) restituted. Should Buyer be unable to return goods in their entirety or in partial or return them in deteriorated condition, he/she shall, where applicable, compensate Seller for the loss in value. In case of surrendering of goods this shall not apply if deterioration of goods is exclusively traced back to their inspection – as would have been possible in a shop. Incidentally, the Buyer may avoid the obligation to compensate for losses in value caused by deterioration through intended use of the goods by not using the goods as property and refraining from anything impairing their value. Goods should always be returned in their original packaging, not in an envelope.

Buyer shall bear the costs of returning of goods if the delivered goods are in accordance with the goods ordered and if the price of the returned goods does not exceed 40 Euros or if Buyer has not made the contractually agreed complete or partial payment at the time of revocation. Otherwise Buyer shall not bear any costs for returning the goods. Obligations for reimbursing payments must be fulfilled within 30 days. Period shall commence for Buyer with dispatch of revocation or goods, for Seller with receipt of revocation or goods.

## 9. Storage of Data

The Buyer has been informed in detail ("Privacy"-section Batukao website) about the type, scope, place and purpose of collecting, processing and using personal data necessary for fulfilling orders as well as his/her right of revocation regarding the use of his/her anonymised user profile for advertising, market research purposes and for designing the service to meet requirements.

The customer explicitly agrees to the collection, processing and use of personal data. He/she has the right to revoke his/her consent at any time in the future.

**10. Jurisdiction**

The law of the Federal Republic of Germany shall apply with exemption of the UN convention on the Sale of International Goods which expressively shall not apply. This choice of law shall only apply insofar as this does not deprive the consumer of the protection provided by mandatory legislation of the country of her/his ordinary residence.

**11. Written form**

Changes or additions to the contract, as well as possible supplementary stipulations – especially to this written form requirement – are valid only in written form.

**12. Separability Clause**

Should one or several provisions of these General Terms and Conditions be or become completely or partially invalid or unenforceable, this shall not affect the validity of all other provisions or agreements thereof. In such a case the completely or partially invalid provision shall be replaced, in accordance with the common agreement of both parties to the contract, by a legally valid provision which comes as close as possible to the intended commercial purpose of the invalid or ineffective provision.