

Last updated: May 2018

General Terms and Conditions of Business – RAUE GmbH

§ 1 Scope

- (1) These General Terms and Conditions (GTC) of Raue GmbH, Berkhopstraße 12, 30938 Burgwedel, Managing Director Mr Wolfgang Kuntz, apply to all orders and purchases made by customers with us.
- (2) We only sell to entrepreneurs within the meaning of § 14 BGB. An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or self-employed professional activity.
- (3) Our deliveries, services, product presentations, offers and sales are made exclusively on the basis of these GTC, irrespective of whether these transactions are concluded online, by telephone or fax, or in our offline shop.
- (4) The following terms and conditions apply in the version valid at the time the contract is concluded. Any deviating, supplementary or conflicting terms and conditions of the customer shall not be recognised by us unless we have expressly agreed to them in writing. The performance of the service is not to be regarded as such consent.
- (5) The terms and conditions of business shall therefore also apply to all future business relations with entrepreneurs, even if they are not expressly agreed again.
- (6) The following General Terms and Conditions apply in the version valid at the time of the conclusion of the contract.
- (7) The currently valid version of the General Terms and Conditions can be called up and printed out at any time on our website at www.raue-kosmetik.de

§ 2 Customer registration

- (1) In order to order and buy online and offline, it is necessary that you register as a customer in our wholesale shop and create your own user account. Only entrepreneurs are entitled to participate (cf. § 1 para. 2).
- (2) The data required to create the user account must be provided by you completely and truthfully. Subsequent changes to your personal data are your own responsibility. The necessary proof must be submitted by you without delay and truthfully in accordance with the information provided during your registration. An order can only be placed after successful registration.
- (3) The registration code assigned to you or the password you have chosen must be kept secret under all circumstances and may under no circumstances be disclosed to third parties.
- (4) For all information in connection with the handling of your data we refer to our separate data protection declaration. <https://www.raue-shop.de/de/inhaltsseiten/rechtliches/datenschutz-erklaerung.html>

§ 3 Offer, Conclusion of Contract

- (1) The presentation of goods in the online shop does not constitute a binding application for the conclusion of a purchase contract. Rather, it is a non-binding invitation to order goods.
- (2) By clicking the button "Pay now", you make a binding purchase offer according to § 145 BGB.
- (3) After receipt of the purchase offer you will receive an automatically generated e-mail confirming that we have received your order (confirmation of receipt). This confirmation of receipt does not

yet constitute acceptance of your purchase offer. A contract is not yet concluded by the confirmation of receipt.

- (4) A sales contract for the goods is only concluded if we expressly declare acceptance of the purchase offer within two weeks or if we send the goods - without prior express declaration of acceptance - to you.
- (5) In principle, we are not obliged to accept your purchase offer.
- (6) The conclusion of the contract is expressly subject to correct and timely delivery by our suppliers. We accept no liability for non-delivery or late delivery by a supplier. We are not responsible for these. As a customer, you will be informed immediately after conclusion of the contract about the non-availability of the service. In this case, the consideration will be refunded immediately.

§ 4 Presentation of goods

- (1) Our product presentations are subject to change without notice. Technical changes, changes due to legal requirements as well as changes in form, colour and/or weight of our goods are only made to the extent reasonable and do not constitute any warranty rights.

§ 5 Prices, shipping costs, offsetting

- (1) The prices that are applicable at the time of the order placed shall apply in each case. Therefore, in principle, there is no claim to receive goods at earlier or later, more favourable prices. If, in exceptional cases, we take into account any price reductions for your current order before delivery of the goods, this is done voluntarily and without legal obligation.
- (2) With the publication of a current catalogue, all previously valid prices, including those from special advertising campaigns, become invalid.
- (3) Our prices are net prices and apply ex works excluding freight and shipping costs, packaging and insurance and plus the statutory value-added tax at the applicable rate. Costs for packaging and shipping will be invoiced separately. Any additional customs duties and customs handling costs incurred for deliveries abroad shall also be borne by the customer.
- (4) The minimum order value for online orders and orders placed by other means (by post, fax, telephone) is 25.00 € net. If the order value is less than this, we charge a minimum quantity surcharge of 3.00 €.
- (5) The flat rate for packaging and shipping for parcel deliveries within Germany is 5.00 €. This is only void if the order value exceeds 100.00 € net. We reserve the right to invoice the packaging and shipping costs incurred for advertising campaigns with explicit reference and for deliveries at the customer's request which deviate from the usual standard parcel delivery.
- (6) In the case of forwarding deliveries (including deliveries of pallet goods) of large quantities of goods or furnishings, this shall be "free curbside", unless otherwise agreed in writing. A one-time freight charge of 50.00 €, regardless of the order value, will be charged for forwarding deliveries.
- (7) The purchase price is valid for four months from the date of conclusion of the contract. If taxes, customs duties, freight charges, other fees, shipping costs or flat-rate charges are increased or introduced between conclusion and performance of the contract, we are also entitled to increase the purchase price accordingly. If a delivery period of more than four months has been agreed or in the case of continuing obligations lasting longer than four months, we shall be entitled to increase the costs incurred for the procurement/delivery, including the legal changes caused by price increases to the corresponding extent after appropriate notification.
- (8) You are only permitted to fulfill the purchase price payment obligation by offsetting if your counterclaims are legally established, undisputed or acknowledged by us. Furthermore, you are only entitled to exercise a right of retention if your counterclaim is based on the same contractual relationship.

§ 6 Obligation to perform, terms of delivery, delay in delivery, delay in acceptance

- (1) The start of the delivery period stated by us in the contract presupposes that all commercial and technical questions between the contractual parties have been clarified and that the customer has fulfilled all his obligations in a timely and proper manner. If this is not the case, the delivery period shall be extended accordingly. We reserve the right to plead non-performance of the contract.
- (2) We fulfil our performance obligations under the purchase contract concluded with you by delivering the goods to / from our warehouse in Burgwedel (place of performance).
- (3) We are entitled to make partial deliveries if the partial delivery is reasonable for you as the customer.
- (4) Our obligation to perform is limited until the handover of the goods.
- (5) Compliance with the delivery deadline is subject to correct and timely delivery to us. We will inform you as soon as possible of any apparent delays.
- (6) The delivery period shall be deemed to have been met if the subject matter of the contract has left the warehouse or readiness for dispatch has been notified by the time it expires.
- (7) If non-compliance with the delivery period is due to force majeure or other events beyond the Supplier's control, the delivery period shall be extended accordingly. We will inform the customer immediately of the beginning and end of such circumstances.
- (8) If the customer is in default of acceptance or culpably violates other duties to cooperate, we shall be entitled to claim compensation for the damage incurred to us in this respect, including any additional expenses. We reserve the right to assert further claims. If the above conditions are met, the risk of accidental loss or accidental deterioration of the object of purchase shall pass to the customer at the time at which the customer is in default of acceptance or debtor.

§ 7 Transfer of risk on dispatch

- (1) If the goods are dispatched to the customer at the customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer in accordance with § 447 (1) BGB (German Civil Code) upon dispatch to the customer, at the latest upon leaving the warehouse. This applies irrespective of whether the goods are dispatched from the place of performance or who bears the freight costs.

§ 8 Reservation of proprietary rights

- (1) We reserve title to the delivered goods until full payment of all claims arising from the purchase contract. This also applies to all future deliveries, even if we do not always expressly refer to this. We are entitled to take back the object of purchase if the customer behaves in breach of contract.
- (2) Since we only sell to entrepreneurs within the meaning of § 14 BGB, the following shall apply additionally:
 - We reserve title to the goods until all claims arising from the current business relationship have been settled in full.
 - Pledging or transfer by way of security is not permitted prior to the transfer of ownership of the reserved goods.
 - You may resell the goods in the ordinary course of business. In this case, you hereby assign to us all claims in the amount of the invoice amount arising from the resale. We accept the assignment, but you are authorised to collect the claims. If you do not properly meet your payment obligations, we reserve the right to collect claims ourselves.

- However, we will not collect the claim as long as the customer meets his payment obligations from the proceeds collected, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have not been suspended.
- (3) The customer is obliged to treat the object of sale with care as long as ownership has not yet passed to him. In particular, he is obliged to insure high-quality goods and those for which a leasing contract has been concluded sufficiently at replacement value at his own expense against theft, fire and water damage. If maintenance and inspection work has to be carried out, the customer must carry this out on time and regularly at his own expense. As long as the ownership has not yet been transferred, the customer must inform us immediately in writing if the delivered object is seized or exposed to other interventions by third parties. If the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the customer shall be liable for the loss incurred by us.
- (4) We are entitled to withdraw from the contract and to demand the return of the goods in the event of the customer acting in breach of contract, in particular in the event of default in payment or breach of an obligation pursuant to paragraph 2 of these provisions.
- (5) The customer is obliged to inform us immediately of any third-party access to the goods, for example in the event of seizure or any damage or destruction of the goods. The customer must notify us immediately of any change in ownership of the goods or any change in his own place of residence.

§ 9 Terms of Payment, Cash Discount, Default of Payment, Offsetting

- (1) Payment is made optionally: on invoice; by prepayment; by direct debit; by cash on delivery; by PayPal (also payment by instalments); by PayDirekt or by direct bank transfer.
- (2) Unless otherwise agreed, the purchase price is to be paid within 10 days after delivery with 2% cash discount or within 30 days net without deduction. The cash discount amount may only be deducted if there are no outstanding payments.
- (3) If payment is made in advance, the invoice amount must be paid in advance on the basis of a pro forma invoice. A 5% discount is granted. As soon as the payment has been received, the goods will be dispatched.
- (4) When a direct debit authorization is granted, i.e. payment by direct debit, the invoice amount is debited from the account 14 days from the invoice date less 4% cash discount. In the case of payment by direct debit, the customer, in the case of an objection or return debit for other reasons, must bear the incurred bank charges himself and the deduction of the cash discount is not applicable.
- (5) With the cash on delivery payment method, the invoice amount plus 3.90 € cash on delivery fee (and additional cash on delivery fee of the deliverer) and less 2% discount on (parcel) delivery is due.
- (6) Payment by PayPal, PayPal installment payment, PayDirekt and Sofortüberweisung is made directly upon order without deduction.
- (7) We expressly reserve the right to send orders only by cash on delivery or prepayment.
- (8) In the case of invoices for repairs and spare parts, payment shall be made within 8 days without deduction.
- (9) Interest on arrears shall be charged at 9% above the respective base interest rate p.a. and a lump sum of 40.00 €. We reserve the right to claim further damages.
- (10) If we do not determine receipt of payment by the customer after expiry of the term of payment, we shall be entitled to dun him and also to levy reminder fees and thus encourage him to make immediate payment. If this measure is unsuccessful, we reserve the right to hand over the transaction to a collection agency.

§ 10 Warranty and Notice of Defects

- (1) The customer's warranty rights require that he, as entrepreneur, has properly fulfilled his obligations to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code).
- (2) The customer must inspect the goods immediately after delivery and notify us of any defects. If the customer fails to notify us, the goods shall be deemed to have been accepted, unless the defect could not be detected. If a defect is discovered later, notification must be made immediately after discovery.
- (3) Unless expressly agreed otherwise, the customer's warranty claims shall be governed by the statutory provisions of the law of sale (§433 ff. BGB) with the following modifications.
- (4) Only our own information and the manufacturer's product descriptions are binding for the quality of the goods, but not public praise and statements. Minor or insignificant deviations with regard to colour, material thickness and design of the goods are reserved and do not lead to a deviation from the agreed quality. If changes are made to the goods by the customer or third parties after the transfer of risk, no claims for defects shall exist for these and the resulting consequences either. This also applies to damage caused by incorrect or negligent handling, excessive strain or special external influences which are not assumed under the contract.
- (5) The warranty period is 12 months from delivery of the goods. This limitation shall not apply to claims based on loss of life, physical injury or damage to health or the breach of a material contractual obligation, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the contractual partner may regularly rely, as well as to claims based on other damages resulting from an intentional or grossly negligent breach of duty by the customer or his vicarious agents.
- (6) If, despite all the care taken, the goods delivered show a defect which already existed at the time of the transfer of risk, we shall, subject to giving notice of defects in due time, either repair the goods or deliver replacement goods at our discretion. We must always be given the opportunity for subsequent performance within a reasonable period of time.
- (7) If subsequent performance fails twice, the customer may - without prejudice to any claims for damages - withdraw from the contract or reduce the purchase price. In the event of rectification of defects, we shall not be liable for the costs incurred, in particular transport, travel, labour and material costs arising from the transport of the goods to a location other than the place of performance.

§ 11 Damages in transit

- (1) If goods are delivered with obvious transport damage, please complain about such damage immediately to the deliverer and contact us as soon as possible.
- (2) By doing so, you help us to assert any claims we may have against the carrier or transport insurance.

§ 12 Right to return

- (1) Hygiene articles, such as instruments, are excluded from exchange after use.
- (2) Goods which are purchased in an associated package, such as "Warmies", can, at our discretion and goodwill, only be taken back as a complete and undamaged package.
- (3) Unfree parcels will not be accepted. The customer has to pay for the dispatch of the goods to be returned in advance himself.
- (4) A full or partial refund of the money or the preparation of a credit note will be determined individually at our discretion.

§ 13 Repairs

- (1) We offer a repair service, which enables the customer to send in a foot care device purchased from us at his own expense, stating the fault. We will send it to the manufacturer after a short check and cleaning. For the service we charge a processing fee of 10.00 € net for small devices (devices without suction or wet technology as well as cases) and 30.00 € net for large devices (devices with suction or wet technology).
- (2) The manufacturer will send us a cost estimate for the upcoming repair of the customer's device. We undertake to contact the customer and inform him of the costs incurred so that he can issue a release or demand the device back unrepaid.
- (3) For the repair of lamps, chairs and other devices we reserve the right to refuse the repair in case of disproportionate effort.

§ 14 Leasing

- (1) We offer to conclude a separate leasing contract for facilities and equipment with a net goods value of EUR 500.00 or more. A list of leasable products is available on our website. Terms and payment options are subject to agreement. The conclusion of a leasing contract is only possible if the customer has already registered his company / business for at least one year.

§ 15 Test and loaned goods

- (1) The delivery of test goods takes place without any claim of the customer only on request and only with serious purchase interest on the part of the customer and after a credit check. For this service, the customer only bears the shipping costs incurred for the return shipment to us. He is obliged to return the goods immediately and intact after 14 days. In case of delay, we reserve the right to charge the customer for the device according to the valid price list.
- (2) Returned goods will be handed over if the customer wishes to return his defective device for repair. The return of the rented goods must take place at the latest 3 working days after receipt of the own goods free of charge. In case of delay we reserve the right to charge an additional fee for each calendar day.
- (3) We reserve the right to charge the necessary repair or new costs for damaged or unusable rented goods.

§ 16 Data privacy

- (1) Raue GmbH takes the protection of personal data very seriously. We collect, process and use personal data in accordance with Art. 6 Para. 1 lit. b DSGVO, insofar as this is necessary for the conclusion of the contract, for the provision of our services, for the operation of our website and for the execution of payment transactions. Your personal data will be treated confidentially by us in strict compliance with the applicable data protection regulations. We have taken technical and organisational measures to ensure that the data protection regulations are observed both by us and by external service providers.
- (2) We point out that in the case of orders in our online shop or by telephone, e-mail or fax, access data (IP address, time of order and retrieval, etc.) are also collected and stored. This serves above all the proof of the conclusion of the contract as well as the use of the service. However, it also serves to prevent attempts at fraud. Unfortunately, it happens every now and then that people try to gain access to our website by stating false facts or by circumventing protective measures. We use automated procedures that can detect and defend against appropriate access attempts. In this context, IP addresses are also temporarily stored. In principle, the storage period will not exceed 7 days. In the event of repeated misuse of our website from an IP address, we reserve the right to block the IP address.

- (3) Your personal data will not be passed on to third parties unless this is necessary for the provision of services or the successful execution of payment transactions.
- (4) Insofar as we obtain consent for the use of data from the customer, we would also like to point out here that this can of course be revoked at any time with effect for the future by letter post, fax or e-mail (to info@raue-kosmetik.de).
- (5) For the rest, our data protection information applies, which you can access here <https://www.raue-shop.de/de/inhaltsseiten/rechtliches/datenschutzerklaerung.html>

§ 17 Liability

- (1) We shall be liable without limitation for damages resulting from injury to life, body or health resulting from an intentional or negligent breach of duty on our part or an intentional or negligent breach of duty by our vicarious agents and in accordance with the Product Liability Act.
- (2) In the event of slight negligence, we shall only be liable in the event of a breach of essential contractual obligations, the fulfilment of which is essential for the proper performance of the contract and on whose compliance the customer may regularly rely. The liability for slight negligence is limited to the amount of damages foreseeable at the time of conclusion of the contract, the occurrence of which must typically be expected. This also applies to slightly negligent breaches of duty by our legal representatives or vicarious agents.
- (3) Insofar as our liability is excluded or limited, this also applies to our employees, representatives or vicarious agents.

§ 18 Final Provisions, Applicable Law, Jurisdiction, Severability Clause

- (1) Amendments or supplements to these GTC must be made in text form. This also applies to the cancellation of the text form requirement.
- (2) The law of the Federal Republic of Germany shall apply to the exclusion of the provisions of the UN Sales Convention (CISG). If the customer is a merchant, a legal entity under public law or a special fund under public law, our place of business shall be the place of jurisdiction. The same applies if the entrepreneur has no general place of jurisdiction in Germany or his place of residence or usual abode is not known at the time the action is filed.
- (3) However, we are also entitled to sue our contractual partner at his place of jurisdiction.
- (4) Should individual provisions of the contract with the Company, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.